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No. 34]

NEW DELHI, SATURDAY, AUGUST 21, 1982/SRAVANA 30, 1904

इस भाग में विभिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 9 जून, 1982

आय-कर

क्र० आ० 2910—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, "न्यासी बोर्ड, मन्दिर, पूर्ण संस्थाएं और निधि, गौड सारस्वत ब्राह्मण समुदाय, मुम्बई" को निर्धारण वर्ष 1980-81 से 1982-83 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4672/फा० सं० 197/23/81-आ० क० (ए० 1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 9th June, 1982

(INCOME-TAX)

S.O. 2910.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, (43 of 1961), the Central Government hereby notifies "The Board of Trustees of the Temples, Charitable Institutions and Funds of the Goud Saraswat Brahman Community of Bombay" for the purpose of the said section for the period covered by the assessment year 1980-81 to 1982-83.

[No. 4672/F. No. 197/23/81-IT(AI)]

526 GI/82—1

नई दिल्ली, 23 जून, 1982

आय-कर

क्र० आ० 2911—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, "महा निर्वाण मठ, वीर भूमि" को निर्धारण वर्ष 1980-81 से 1982-83 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4755/फा० सं० 197/152/79-आ० क० (ए० 1)]

New Delhi, the 23rd June, 1982

(INCOME-TAX)

S.O. 2911.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies 'Mahanirvan Math, Birbhum' for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 4755/F. No. 197/152/79-IT(AI)]

आय-कर

क्र० आ० 2912—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, "कोट्टार समाज सेवा सोसाइटी"

(2949)

की निर्धारण वर्ष 1980-81 से 1982-83 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4756/फा० सं० 197/136/80-आ० क० (ए० 1)]

(INCOME-TAX)

S.O. 2912.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Kottar Social Service Society" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 4756/F. No. 197/136/80-IT(AI)]

नई दिल्ली 28 जून, 1982

(आय-कर)

क्र० आ० 2913.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री कृष्ण भक्त जन सभा मंगनल्लूर" को निर्धारण वर्ष 1982-83 से 1984-85 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4769/फा० सं० 197/220/81-आ० क० (ए० 1)]

New Delhi, the 28th June, 1982

(INCOME-TAX)

S.O. 2913.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sree Krishna Bhaktha Jana Sabha Nangamallu", for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 4769/F. No. 197/220/81-IT(AI)]

(आय-कर)

क्र० आ० 2914.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री वेंकटेश देवस्थानम्, मुम्बई" को निर्धारण वर्ष 1982-83 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4770/फा० सं० 197/7/82-आ० क० (ए० 1)]

(INCOME-TAX)

S.O. 2914.—In exercise of the powers conferred by Clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Venkatesa Devasthanam, Bombay" for the purpose of the said section for the period covered by the assessment year 1982-83.

[No. 4770/F. No. 197/7/82-IT(AI)]

(आय-कर)

क्र० आ० 2915.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री लक्ष्मी नरसिंह स्वामी टेंपल" को निर्धारण वर्ष 1982-83 से 1984-85 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4771/फा० सं० 197/108/79-आ० क० (ए० 1)]

(INCOME-TAX)

S.O. 2915.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Lakshmi Nara Simha Swamy Temple" for the Purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 4771/F. No. 197/108/79-IT(AI)]

(आय-कर)

क्र० आ० 2916.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री कुरु कामेश्वर देवस्थानम्, विल्लियानूर, पाण्डिचेरी स्टेट" को निर्धारण वर्ष 1979-80 से 1982-83 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं० 4772/फा० सं० 197/112/81-आ० क० (ए० 1)]

मिलाप जैन, प्रवर सचिव

(INCOME-TAX)

S.O. 2916.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Thirukameswarar Devasthanam, Villianur, Pondicherry State" for the purpose of the said section for the period covered by the assessment years 1979-80 to 1982-83.

[No. 4772/F. No. 197/112/81-IT(AI)]

MIKAP JAIN, Under Secy.

केन्द्रीय उत्पाद शुल्क और सीमा-शुल्क बोर्ड

नई दिल्ली, 21 अगस्त, 1982

सं. 191/82-सीमा-शुल्क

क्र० आ० 2917.—केन्द्रीय उत्पाद शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, महाराष्ट्र राज्य में रायगढ़ जिले में श्रीवर्धन तालुक में डिघी गांव को भाण्डागार स्टेशन के रूप में घोषित करता है।

[फा. सं. 473/102/82-सीमा-शुल्क-7]

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 21st August, 1982

No. 191/82-CUSTOMS

S.O. 2917.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares village Dighi in Shriwardhan taluka of Raigad District in the State of Maharashtra, to be a warehousing station.

[F. No. 473/102/82-Cus.-VII]

सं. 192/82-सीमा-शुल्क

क्र० आ० 2918.—केन्द्रीय उत्पाद शुल्क और सीमा-शुल्क बोर्ड, सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा

9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, जम्मू तथा काश्मीर राज्य में श्रीनगर के पास बडगाम, तहसील में रंगरेथ को भाण्डागार स्टेशन के रूप में घोषित करता है।

[फा. सं. 473/120/82-सीमा-शुल्क-7]

एन. के. कपूर, अवर सचिव
केन्द्रीय उत्पादन-शुल्क और सीमा-शुल्क बोर्ड

No. 192/82-CUSTOMS

S.O. 2918.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Rangreth, Tehsil Badgam near Srinagar in the State of Jammu and Kashmir, to be a warehousing station.

[F. No. 473/120/82-Cus.-VII]

N. K. KAPUR, Under Secy.

Central Board of Excise and Customs.

MINISTRY OF COMMERCE

(Office of the Joint Chief Controller of Imports & Exports)

ORDER

Madras the 7th August, 1982

S.O. 2919.—M/s. Hindustan Teleprinters Limited, (A Govt. of India Undertaking), G.S.T. Road, Guludy, Madras-600032 were granted licence No. P/D/2226637/C/XX/79/M/81 dated 20-6-1981 for Rs. 12,42,335 for Appendix 5, Appendix 7 items and non-permissible spares. They have requested this Office to issue a duplicate copy of the above licence (Customs Copy) which has been lost by them. Further it has been stated by them that the above licence has been lost by them after having been utilised for a sum of Rs. 60,643.

In support of their contention that applicant have filed an affidavit. The undersigned is satisfied that the Original Copy of Licence No. P/D/2226637/C/XX dated 20-6-81 (Customs copy) has been lost and directs that a duplicate copy of the said licence (Customs copy) should be issued to them. The original copy of the licence is hereby cancelled.

duplicate licence (Customs Copy) No. P/D/246694 dated 12-7-1982 has been issued separately.

[F. No. ITC/DGTD/96/AM-82/AU-I]

R. SELVARAJ, Dy. Chief Controller of Imports & Exports

वाणिज्य मंत्रालय

(संयुक्त मुख्य निर्यातक आयात तथा निर्यात का कार्यालय)

आदेश

मद्रास, 4 अगस्त 1982

क्रा० आ० 2919.—सर्वश्री हिन्दुस्तान टेलिप्रिन्टर लिमिटेड, (भारत सरकार का उद्यम) जी० एम० टी० रोड, गिंदी, मद्रास-600032 को र० 12,42,335 तक परिशिष्ट 5, परिशिष्ट 7 के मदें धीरे धीरे अनुमेय पुर्जों का आयात करने के लिए आयात लाइसेंस संख्या पी० डी०-2226637 सी० एक्स-79-एम 81 दिनांक 20-6-1981 जारी किया गया था। उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजनार्थ प्रति खो जाने के कारण, उसकी अनुलिपि प्रति जारी करने के लिए लाइसेंसधारी ने आवेदन किया है। उनसे यह भी कहा गया है कि उपर्युक्त लाइसेंस की मूल्य में रुपये 60,643 का उपयोग कर लेने के बाद वह खो दी गई है। अपने तर्कों के समर्थन में आवेदक ने एक शपथ-पत्र दाखिल किया है। प्रधोहस्ताक्षरों इस बात से संतुष्ट हैं कि लाइसेंस संख्या पी० डी०-222-6637-सी० एक्स-एम 81 दिनांक 20-6-81 की सीमाशुल्क प्रयोजनार्थ प्रति की मूल प्रति खो गई है और आदेश देता है कि आवेदक को उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजनार्थ प्रति की अनुलिपि प्रति जारी किया जाय। लाइसेंस की मूल प्रति एतद्वारा रद्द किया जाता है।

सीमाशुल्क प्रयोजनार्थ प्रति की अनुलिपि प्रति संख्या पी० डी०-2464694 दिनांक 12-7-1982 अलग जारी किया जाता है।

[संख्या: आई० टी० सी०/डी० जी० टी० डी०/96-एम० 82/यू० 1]

प्रार० सेल्वराज, उप मुख्य निर्यातक,
आयात तथा निर्यात

लाइसेंस रद्द करने का आदेश

बंगलूर, 6 अक्टूबर, 1981

विषय : सर्वश्री कृदमुख प्रायसन और कम्पनी लि० 25 एम० जी रोड, बंगलूर-560001 के नाम में 2,37,560/-र० के लिए जारी किये गए आयात लाइसेंस सं० आई० सी०/2217870 दिनांक 23-8-1980 की सीमा शुल्क प्रयोजन प्रति की रद्द करना

क्रा० आ० 2920.—अप्रैल-मार्च 1981 को लाइसेंस प्रवधि के लिए कृदमुख प्रायसन और कम्पनी लि०, बंगलूर-560001 के कम्प्रेन्ड एयर मिस्टम (7502-1311) के लिए प्रतिरिक्त फाल्सू पुर्जों के आयात लाइसेंस सं० आईसी/2217870 दिनांक 23-8-1980 जारी किया गया था। उन्होंने उक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए, इस आधार पर आवेदन किया है कि लाइसेंस की मूल प्रति खो गई/अस्थानस्थ हो गई है। अपने अनुरोध के समर्थन में आवेदक ने छोटे छोटे मामलों को अदालत के व्यापारी बंगलूर सीटी के सम्मुख विधिकत शपथ लेते हुए एक शपथ पत्र में दाखिल किया है। मैं संतुष्ट हूँ कि लाइसेंस सं० आईसी/2217870 दिनांक 23-8-80 को सीमा शुल्क प्रयोजन प्रति खो गई/अस्थानस्थ हो गई है तथा आदेश देता हूँ कि उक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति आवेदक फर्म को जारी की जानी चाहिए।

उक्त लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति एतद्वारा रद्द की जाती है।

विषय:—2,37,560 रुपए के लिए मूल लाईसेंस सं० आई सी 2217870 दिनांक 23-8-1980 के बदले में लाईसेंस सं० डी 2469694 दिनांक 6-10-81 की सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति-जारी करना।

सर्वश्री कुद्रेमुख आयरन ओर कम्पनी लि० 25 एम० जी० रोड बेंगलूर, 560001 के लोचे दिए गए विवरण के अनुसार केवल सीमा शुल्क प्रयोजन प्रति के लिए आयात लाईसेंस सं० डी 24669 दिनांक 6-10-81 की अनुलिपि प्रति जारी की गई है यदि उक्त लाईसेंस की मूल प्रति उनको / उनके पत्तन/ बैंक को भेजी गई है तो उसे तत्काल ही इस कामेलस को भेजनी चाहिए।

लाईसेंस सं० और दिनांक	किसके द्वारा जारी किया गया	मदें	लाईसेंस का मूल्य	वेधना अवधि	क्षेत्र	उपयोग में लाया गया मूल्य
आई सी/ 2217870 दिनांक 23-8-1980	संयुक्त मुख्य निर्यातक, आयात एवं निर्यात बेंगलूर	कम्प्रेस्ड एयर सिस्टम (7502-1311) के लिए अनतिरिक्त फालतू पूर्ण हैं	2,37,560 रु०	12 महीने	सामान्य मुद्रा क्षेत्र	शून्य

[सं० आई टी सी / एयू / 9 / के डी आर / गवर्मेंट / ए एम-81 बेंग]

आयात एवं निर्यात

भार० कुमारबेलू, निर्यातक

कृते संयुक्त मुख्य निर्यातक आयात एवं निर्यात

CANCELLATION ORDER

Bangalore, the 6th October, 1981

Sub :—Cancellation of Customs Purposes copy of Import licence No. C/I 2217870 dt. 23-8-80 for Rs. 2,37,560/- issued in favour of M/s. Kudremukh Iron Ore Co. Limited, 25, M.G. Road, Bangalore-560001.

S.O. 2920,—M/s. Kudremukh Iron Ore Co. Ltd., Bangalore-560001, have been granted Import licence No. IC/2217870 dt. 23-8-80 for import of additional spares for compressed air system (7502—1311) for the licensing period AM 81. They have applied for issue of duplicate copy of customs purposes copy of the said licence on the ground that the original copy has been lost/misplaced. In support of their request, the applicant have filed an Affidavit duly sworn in before the Judge of Court of Small Causes, Bangalore City.

I am satisfied that the Customs Purposes Copy of the licence No. IC/2217870 dt. 23-8-80 has been lost /misplaced and direct that the duplicate Customs Purpose copy of the said licence may be issued to the applicant firm.

The original customs purpose copy of the said licence is hereby cancelled.

Sub :—Issue of Duplicate Customs Purpose Copy of licence No. D-2469694 dt. 6-10-81 in lieu of original licence No. IC/2217870 dt. 23-8-80 for Rs. 2,37,560.

The duplicate copy of import licence No. D-2469694 dt. 6-10-81 for Customs purpose copy only has been issued to M/s. Kudremukh Iron Ore Co. Ltd. 25, M.G. Road, Bangalore.-560001 as per the particulars given below, the same should be sent to this office immediately if the original copy of the above licence has been presented to him/his port/Bank.

Lic. No. & Date	Issued by	Items	Value of the licence	Validity period	Value	
					Area	Utilised
IC/2217870 dt. 23-8-80	JCCI&E B'lore	Addl. spares for compressed Air system (7502—1311)	Rs. 2,37,560	12 months	GCA	NIL

[File No. ITC/AU/9/KDR/Govt./AM. 81/Bang.]

R, KUMARAVELU,

Controller of Imports & Exports

For Jt. Chief Controller of Imports & Exports.

नागरिक पूर्ति मंत्रालय

(भारतीय मानक संस्था)

नई दिल्ली, 1982-06-30

क्र०अ० 2921.—समय-समय पर संशोधित भारतीय मानक संस्था प्रमाणन चिह्न विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाईसेंस संख्या सी एम/एल 0724648 जिसके ब्योरे नीचे अनुसूची में दिए गए हैं 1 मई 1982 से रद्द कर दिया गया है।

अनुसूची

क्रम संख्या	लाईसेंस संख्या और तिथि	लाईसेंसधारी का नाम और पता	रद्द किए गए लाईसेंस के अधीन वस्तु प्रक्रिया	तत्सम्बन्धी भारतीय मानक
(1)	(2)	(3)	(4)	(5)
1.	0724648 78-10-01	मेसर्स स्वरूप केमिकल्स प्रा० लि०, वाटर वर्क्स रोड, एम-बाग रोड, लखनऊ 226006 उत्तर प्रदेश	कारबाराइल धूलन पूर्ण	IS : 7122-1973 कारबाराइल धूलन पूर्ण की विशिष्टि

[सीएमडी/55 : 0724648]

MINISTRY OF CIVIL SUPPLIES

(Indian Standards Institution)

New Delhi, 1982-06-30

S.O. 2921.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks), Regulations, 1955 as amended from time to time, the Indian Standards Institution hereby notifies that licence No. CM/L-0724648 particulars of which are given in the schedule below has been cancelled with effect from First May, One Thousand Nine Hundred and Eighty two.

SCHEDULE

Sl. No.	Licence No. & Date	Name and address of the licensee	Article/Process Covered by the licence Cancelled	Relevant Indian Standard
(1)	(2)	(3)	(4)	(5)
1.	0724648 78-10-01	M/s. Swarup Chemicals Pvt. Ltd., Water Works Road, Aishbagh, Lucknow-226006(U.P.).	Carbaryl Dusting Powders	IS : 7122-1973 Specification for Carbaryl Dusting Powders.

[CMD/55: 0724648]

क्र०अ० 2922.—समय-समय पर संशोधित भारतीय मानक संस्था प्रमाणन चिह्न विनियम, 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाईसेंस संख्या सी एम/एल 0659461 जिसके ब्योरे नीचे अनुसूची में दिए गए हैं 1 मई 1982 से रद्द कर दिया गया है।

अनुसूची

क्रम संख्या	लाईसेंस संख्या और तिथि	लाईसेंसधारी का नाम और पता	रद्द किए गए लाईसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
1	2	3	4	5
1.	0659461 1979-12-15	मेसर्स स्वरूप केमिकल्स प्रा० लि०, वाटर वर्क्स रोड, एमबाग रोड, लखनऊ-226006 उत्तर प्रदेश	मालाथियोन पायसनीय सांद्र	IS : 2567-1976 मालाथियोन पायसनीय सांद्र की विशिष्टि (इसरा पुनरीक्षण)

[सी एमडी/55 : 0659461]
ए० पी० बनर्जी, अपर महातिदेशक

S.O. 2922.—In pursuance of sub-regulation 4 of the regulation 14 of the Indian Standards Institution (Certification), Regulations 1955 as amended from time to time, the Indian Standards Institution hereby notifies that licence No. CM/L-0659461 particulars of which are given in the schedule below has been cancelled with effect from First May One Thousand Nine Hundred and Eighty two.

SCHEDULE

Sl. No.	Licence No. & Date	Name and Address of the Licensee	Article/Process Covered by the Licence Cancelled	Relevant Indian Standard.
(1)	(2)	(3)	(4)	(5)
1.	0659461 1979-12-15	M/s. Swarup Chemicals Pvt. Ltd., Water Works Road, Aishbagh, Lucknow 226004(UP).	Malathion Emulsifiable Concentrates	IS : 2567—1976 Specification for Malathion Emulsifiable Concentrates : (Second Revision).

[CMD/55 : 065 9461]

A.P. BANERJI, Additional Director (General)

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 7 अगस्त 1982

क्र० आ० 2923.—स्थायी आदेश मध्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार सन्नानिवेशक ने देबरोल, जूवलपलम, डोनेपुडि सन्कावर्म रोयू-लापुडि, करलामपूडि टेलीफोन केन्द्र में दिनांक 16-8-1982 से प्रमाणित वर प्रणाली लागू करने का निश्चय किया है।

[स० 5-6/82-पीएचबी (पीटर)]

आर० सी० कटारिया, सहायक महानिदेशक (पी० एच० बी०)

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 7th August, 1982

S.O. 2923.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-8-1982 as the date on which the Measured Rate System will be introduced in Chebrolu, Juvvalapalem, Donepudi, Sankavaram, Row thulapudi, Kirlampudi Telephone Exchange A.P. Circle.

[No. 5-6/82-PHB(Pt.)]

R. C. KATARIA, Asstt. Director. General (PHB)

पूर्ति और पुनर्वास मंत्रालय

(पुनर्वास विभाग)

नई दिल्ली, 16 जुलाई, 1982

क्र० आ० 2924.—विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) अधिनियम, 1954 की धारा 34 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैं, उक्त अधिनियम की धारा 9 के अंतर्गत सूचावजे की श्रवायगी के लिए आवश्यक-पत्रों के देने में हुए विलम्ब को माफ करने के लिए विस्थापित व्यक्ति (प्रतिकर तथा पुनर्वास) नियमावली, 1955

के नियम 841 (क) की धारा (ख) के नीचे परन्तुक के अंतर्गत निहित अपनी शक्तियाँ श्री एम० पी० मिश्र, उप मुख्य बंदोबस्त आयुक्त को सौंपता हूँ।

[स०-1 (11/विशेष सेल/82-एस०एस०-II)]

एस० के० वसु, मुख्य बंदोबस्त आयुक्त

MINISTRY OF SUPPLY AND REHABILITATION

(Department of Rehabilitation)

New Delhi, the 16th July, 1982

S.O. 2924.—In exercise of the powers conferred by sub-section (2) of Section 34 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954, I delegate to Shir M. P. Mishra, Deputy Chief Settlement Commissioner, the powers vested in me under the proviso below clause (b) of Rule 84 1(A) of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955 to be exercised by him in relation to condonation of delay in filing the applications for payment of compensation under Section 9 of the said Act.

[No. 1(11)/Spl-Cell/82-SS.II]

S. K. BASU, Chief Settlement Commissioner.

MINISTRY OF LABOUR

New Delhi, the 29th July, 1982

S.O. 2925.—In pursuance of section 1 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Sayal 'D' Colliery of Central Coalfields Limited, Post Office Sayal, District Hazaribagh, and their workmen, which was received by the Central Government on the 26th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No. 20 of 1981

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Sayal'D' Colliery of Central Coalfields Limited, Post office Sayal, District Hazaribagh and their workman.

APPEARANCES :

On behalf the employers Shri T. P. Choudhury, Advocate.

On behalf of the workman—None.

STATE : Bihar.

INDUSTRY : Coal.

Dated 19th July, 1982

AWARD

This is a reference under S.10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/(271)/80-D.-III(A) dated 6th April, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the action of the management of Sayal'D' Colliery of Central Coalfields Limited, Post office Sayal, District Hazaribagh, in terminating the services of Shri Chorta Munda Coal cutting machine driver from 1st September, 1971 is justified ? If not to what relief is the concerned workman entitled ?"

2. The dispute was received from the Government to this Tribunal on 15-4-1981. Soon after the receipt of the reference notices were served upon the parties to file their written statements. The parties thereafter appeared and filed their written statement. Employers also led their rejoinder to the written statement of the workmen. After that several adjournments were granted but none appeared on behalf of the concerned workman nor the union representing his case. Even several notices were sent for the appearance of the concerned workman to contest the reference.

3. Shri T. P. Choudhury, Advocate for the employers has submitted that since the workman is seeking relief apparently not interested in proceeding with this case, the management in all fairness would concede that a no dispute award should be passed in this case. It is clear that in absence of the workman it is not possible to answer the reference.

4. Accordingly this reference is disposed of without going into the merits of the case.

Shri J.P. SINGH, Presiding Officer.

Central Government Industrial Tribunal.

(No. 2) Dhanbad.

[No. L-20012(271)/80-D.III(A)]

New Delhi, the 2nd August, 1982

S.O. 2926.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the Industrial Disputes between the employers in relation to the management of Kustore Colliery of Messrs Bharat Coking Coal Limited, Post Office Kustore, District Dhanbad and their workmen, which was received by the Central Government on the 26th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

Reference No: 44 of 1981

In the matter of an industrial dispute under S.10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Kustore Colliery of Messrs Bharat Coking Coal Limited, Post office Kustore, District Dhanbad and their workman.

APPEARANCES :

On behalf of the employers—Shri B. Joshi, Advocate.

On behalf of the workmen—Shri S. P. Singh, General Secretary, Khan Mazdoor Congress, Dhanbad.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, 19th July, 1982

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its order No. L-20012/(17)/81-D.-III(A) dated 26th June, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the demand of the workmen of Kustore Colliery of Messrs Bharat Coking Coal Limited, Post office Kustore, District Dhanbad that Shri Munilal Lohar, mechanical fitter should be paid wages by the management for the period of his idleness from the 16th September, 1980 to the 15th November, 1980 is justified ? If so, to what relief is the concerned workman entitled ?"

2. The case of the concerned workman is that he along with 3 others had filed a claim case against the management before the Central Government Labour Court No. 3, Dhanbad which was registered as L.C. No. 29/79. That case was ultimately settled, but the management being aggrieved with the concerned workman illegally stopped him from work from 16-9-80. The concerned workman represented before the management verbally and subsequently wrote to the management on 19-9-80 against his illegal stoppage of work. Since the management did not respond to the representation by the workman and his union, an industrial dispute was raised before the Assistant Labour Commissioner(C) Dhanbad on 3-10-80. During the time when the conciliation proceeding was going on the management issued a charge sheet dated 6-11-80 against the concerned workman on the ground that the workman was absenting from duty on his own accord. Subsequently the management permitted the concerned workman to resume his duty from 15-11-80. The management however did not agree to pay the wages of the idle period and the conciliation proceeding ended in failure. This has led to this reference.

3. The case of the management is that the concerned workman Shri Munilal Lohar being mechanical fitter has to work under the control and supervision and direction of the engineer of the colliery and he is bound to carry out the duties allotted to him in different places in different shifts according to exigency. His duties include attending to the break-down in mining machineries. The positive case of the management is that the concerned workman was directed by the engineer to attend to the break-down of machineries in the second shift while his duty was in the first shift. The concerned workman did not attend to the work in the second shift on the assumption that he has a vested right to work in the first shift. The concerned workman deliberately absented himself from duty from 16-9-80. The management issued a charge sheet on 20-9-80 for disobeying lawful order of the engineer and avoiding to attend to his duty without any justifiable cause. The concerned workman refused to accept the charge sheet and continued absenting from his duties. The management thereafter issued another charge sheet on 6-11-80 on the ground of absenting from duties without information and permission for more than 10 days. The charge sheet was sent to him by registered A/D which was received by him and he submitted his reply denying the allegation. The explanation was found to be unsatisfactory and he was directed by letter dated 10-11-80 to report for duty immediately. The concerned workman thereafter reported for duty. The proceeding was dropped. The case of the management therefore is that from 16-9-80 to 16-11-80 the concerned workman will fully absented from duty and so was not entitled to any wages for that period whatsoever.

4. There are 8 documents in this case taken into evidence at the instance of the workman. Ext. W.1 is a letter addressed to the Superintendent by Shri Munilal Lohar (the concerned workman). Ext. W.2 is another letter. In both these letters he has pointed out that he was illegally stopped from work.

Ext. W.3 is a letter dated 6-11-80 signed by the Agent Kustore colliery and addressed to Shri Munilal Lohar. In this letter it was pointed out that he was absent for more than 10 days without information or permission. Ext. W.4 is reply of the concerned workman in which he has stated that he has been stopped from work illegally w.e.f. 16-9-80. Ext. W.5 is a letter dated 22-9-80 sent by Shri S.P. Singh, General Secretary of the union and addressed to the Superintendent, Kustore colliery. In this letter it was alleged that the concerned workman was stopped from duty without observing the formality under the standing order. Ext. W.6 is a letter dated 3-10-80 by the General Secretary to the Assistant Labour Commissioner(C) Dhanbad. Ext. W.7 is the report of the Assistant Labour Commissioner(C) Dhanbad dated 14-1-81 on failure of conciliation. Ext. W.8 is minutes of conciliation proceeding.

5. In support of his own case the concerned workman, Shri Munilal Lohar has examined himself. In his cross-examination he has said that in September, 1980 he was working in the night shift when he was stopped from work. In that month he had first worked in the first shift and then in the following week his duty was in the second shift, and in the week following thereafter his duty was in the night shift when he was stopped from work. His positive case is that he had not received any slip or letter stopping him from duty. He however went to the cap lamp room for getting the cap lamp and the same was refused. He was directed to meet the attendance clerk, Shri Rameshwar Singh. The attendance clerk told him that by the order of Sahu Sahib, engineer he was stopped from work. He has further said that next morning he met Sahu Sahib, engineer and the Agent. The engineer told him that he could stop him from work for six months. The Agent told him that he had to see the engineer and that he could do nothing in the matter.

6. On behalf of the management Shri B. Sahu, engineer, Kustore colliery has deposed that on 17-9-80 there was a break down and repair could have lasted for the three shifts of that particular date. On that date there had been 4½ fitters in the first shift, but in the second shift there was only one fitter who was comparatively a new hand. It was therefore necessary to deploy one fitter from the first shift to the second shift. In consultation with the manager of the colliery Shri Munilal Lohar was assigned duty from 1st shift to the second shift. He therefore went to the mine and informed Shri Munilal Lohar to attend to the second shift instead of first shift. Shri Munilal Lohar however refused to attend to the second shift. Shri Munilal Lohar did not turn up for duty in the second shift either on 16-9-80 or on any subsequent date. His direction to the concerned workman was to continue performing duty in the second shift as the fitter in the second shift did not return from leave. He has admitted that the direction was oral. The order of the manager was also oral. In his cross-examination he has said that when the concerned workman refused to obey him he did not stop him from work in the first shift. He has further said that when Shri Munilal Lohar refused to obey him he did not depute any other fitter from the first shift to the second shift. He has further said that when the concerned workman did not report for duty in the second shift he did not report in writing to the manager or any higher authority of his misconduct. MW-2 has come to say that on 16-9-80 the concerned workman did not come to attend to his duty and that he did not refuse to issue him any cap lamp for going underground. In his cross-examination he has said that on 16-9-80 the concerned workman had his duty in the first shift and he expected him to come in the cap lamp cabin for cap lamp. WW-1 Shri R. A. Singh, the attendance clerk says that the engineer asked the concerned workman to do his duty in the second shift. He has further said that there was some trouble with regard to change of duty. In that week the concerned workman did not work in the first shift and so he did not mark his attendance. In his cross-examination the witness has said that in the attendance register in that week the engineer wrote something regarding the change of shift or stopping him from doing duty. He has further said that without seeing the attendance register he was not in a position to say exactly what had been written.

7. While stating the case of parties I have said that according to the concerned workman this trouble arose on account of a claim case filed by him and some other workmen against the management. We have no evidence to that effect in this case and it has not been specified as to what was the particular point which could annoy the management. According to the written statement of the workmen, the claim case

ended in settlement which may go to mean that good relationship had been restored. The claim case therefore could not be a background for this dispute.

8. I have fully stated as to what has been the case of the management. It may be repeated that the engineer wanted the concerned workman to do duty in the second shift instead of first shift which the concerned workman did not obey. MW-1 says that there was some trouble on account of this and on the attendance register the engineer wrote something about changing of shift and stopping him from work in the first shift. MW-3 the engineer has denied this fact that he wrote something in the attendance register asking the concerned workman not to do his duty in the first shift. The workman himself says in his evidence that he was stopped from duty while he was in the night shift. The attendance register has not been produced and that could have conclusively showed as to what was the exact position. The engineer has also admitted that he did not report in writing. The management has said in the written statement that shortly afterwards a charge sheet was submitted, but the only charge sheet proved in this case is when the conciliation proceeding was going on. In the reply to the charge sheet the concerned workman firmly denied disobeying of the order of the engineer. It is apparent that for the reason best known for the management no action was taken by the management if he had deliberately refused to do duty as directed by the engineer. The management has therefore failed to establish that the concerned workman had deliberately absented himself from duty. On the other hand, MW-3 has categorically said that the concerned workman was stopped from duty by the engineer who wrote something about that in the attendance register. That register however had not been produced. In a case like this the onus lies on the management to prove that the concerned workman wilfully absented himself. No reply was sent to the concerned workman or the union when written representations were filed. No reason was assigned for the same. It will therefore appear that the concerned workman was stopped from work without any good reason shown by the management.

9. Thus considering all aspects of the matter I hold that the demand of the workman of Kustore colliery of Messrs Bharat Coking Coal Limited, Post office Kustore, District Dhanbad that Shri Munilal Lohar, Mechanical fitter should be paid wages by the management for the period of his idleness from 16-9-80 to the 15th November, 1980 is justified. Consequently, the concerned workman is entitled to get the back wages from 16-9-1980 to 15-11-1980 with all other benefits.

This is my award.

J. P. SINGH, Presiding Officer,
Central Govt. Industrial Tribunal No. 2.
Dhanbad.

[No. L-20012/17/81-D.II(A)]

A. V. S. SARMA, Desk Officer.

New Delhi, the 7th August, 1982

S.O. 2927.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial disputes between the employers in relation to the management of West Bokaro Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Ghatotand, District Hazaribagh, and their workmen, which was received by the Central Government on the 2nd August, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 28/80

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of West Bokaro Colliery of M/s. Tata Iron and Steel Co. Ltd.
P.O. Ghatotand, Dist. Hazaribagh.

AND

Their workmen.

APPEARANCES .

For the Employers—Shri S.S. Mukherjee, Advocate.

For the Workmen—Shri J.D. Lal, Advocate.

INDUSTRY : Coal

STATE : Bihar

Dated, the 27th March, 1982

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 101(d) of the Industrial Disputes Act, 1947 (14 of 1947), has referred the dispute to this Tribunal for adjudication under Order No. L-20012(6)/80-D.III(A), dated the 22nd April, 1980.

SCHEDULE

"Whether the action of the management of West Bokaro Colliery of M/s Tata Iron and Steel Co. Ltd., P.O. Ghatotand, Dist. Hazaribagh in awarding 10 days suspension to (1) Sri Sidheshwar Mahto, (2) Md. Yakub, (3) Sri Barho Mahto, (4) Shri Saheb Ali, (5) Shri Baldeo Prasad, (6) Sri Albias Suren, (7) Sri Suresh Mondal, and (8) Sri Ram Nagina Prasad, Ash Trammers is justified? If not, to what relief are the workmen entitled?"

2 The case of the union on behalf of the workmen is that the concerned workmen had been working as Ash Trammers in West Bokaro Colliery since long. It is stated that as per Coal Wage Board recommendation which was implemented by the management, the concerned workmen were placed in Category III (time-rated) from 1968. The said recommendation has provided the job duty to a Trammer which shows that a Trammer is a workman who with or without the assistance of other trammers pushes or controls the travel of full and empty tubs. It is alleged that the management however has been taking other extra job from these trammers such as that of clinker breakage, taking coal into the chain conveyor belt etc. besides their normal work as trammer as per Coal Wage Board recommendation. For the extra work the management assured that the concerned workmen would be paid extra wages which were demanded by them but the management finally refused to concede to their demand. Under such circumstances the concerned workmen stopped doing extra work other than their normal duty. It is submitted that the Coal Wage Board recommendation constitutes the service conditions of these workmen as also nature of work to be performed by them and the wages payable for the same but the management again burdened them with extra load of work without paying extra remuneration for the same.

3. It is alleged that the concerned workmen were issued a chargesheet dated 29-1-1979 for alleged misconduct of disobeying the orders of the management to do the extra work. The charges were denied but after a domestic enquiry the management inflicted a punishment of 10 days suspension against these workmen. It is submitted that the action of the management in imposing the above penalty is illegal, unjustified and violative of the provisions contained in certified standing orders and that they have been victimised for their trade union activities. It is further submitted that the workmen have not committed any misconduct as they have not disobeyed any lawful and reasonable order of the management and they cannot be forced to do extra work without payment of extra remuneration. It is therefore prayed that as the action of inflicting punishment of suspension for 10 days is illegal the suspension order should be withdrawn and they may be paid full wages for the aforesaid period of suspension.

4. The case of the management on the other hand is that the concerned workmen were originally designated as general mazdoors and were working in the Power House in Category I and they used to perform the job of Ash Trammers, clinker breakage, taking coal into the chain conveyor belt etc. At the request of the union however their grade was revised

and they were placed in Category III with effect from 1-1-1968. It is stated that the concerned workmen even after being put in Grade III continued to do the above types of jobs which were being performed by them earlier till 9-7-1978 when they suddenly stopped all other jobs excepting tramping the ash tubs. The concerned workmen were directed by a letter dated 12th/13th December, 1978 not to precipitate action by stopping other jobs which they were performing for the last several years. But in spite of it they refused to perform the other jobs except tramping of ash tubs. Thus they disobeyed the lawful and reasonable order and hence a chargesheet was issued against them and after receiving their replies a domestic enquiry was held in which they were found guilty of disobeying the lawful order and they were given the punishment of suspension for 10 days. It is submitted that the jobs of clinker breakage, putting up coal on the conveyor belt etc. were being performed by the concerned workmen since long which they abruptly stopped to perform and hence their action constitutes a misconduct. The management has also challenged the authority of the sponsoring union to raise the dispute but on behalf of the union it is stated that the concerned workmen are members of this union who was authorised to raise the dispute and the reference is competent.

5. The point for consideration is as to whether the action of the management in awarding 10 days suspension to the concerned workmen is justified. If not, to what relief they are entitled.

6. It may be mentioned at this very stage that the concerned workmen have not challenged the fairness and propriety of the domestic enquiry at the time of hearing and it has been prayed on their behalf that the case be decided on merits. In the circumstances, therefore, it must be held that the enquiry was fair and proper.

7. During the hearing stage the management also did not press about the authority of the sponsoring union to raise the dispute. The union has also examined W-1 Vice-President to show that this union is working since long and its branch was opened in West Bokaro Colliery in 1978. According to him there are 967 members in this union from this colliery out of 2700 or 2800 employees and that the concerned workmen are members of this union since 1978. He has also filed the membership register Ext. W-1 in support of his version.

8. Certain facts are admitted in this case. It is admitted that the concerned workmen were originally in Grade I. As they were trammers they were placed in Category III in the year 1968 as per Coal Wage Board recommendation. Admittedly, they are time rated. The Coal Wage Board recommendation was implemented by the management and so it cannot be said that the management showed any favour to these concerned workmen by putting them in Category III. They are entitled to be placed in Category III being Trammers and so they got the said grade.

9. It is also admitted that besides doing the work of Ash Trammers the concerned workmen were also performing the work of putting the coal on conveyor belt, clinker of breakage etc. and they stopped it from July '78 and demanded extra wages for extra work. Ext. M-9 is the letter dated 12th/13th December, '78 by the management to the concerned workmen informing that they have stopped the work which they were doing from before and were only doing the work of tramping the ash tubs which is a serious matter and hence they are advised to resume performance of all work as they were doing from before. The concerned workmen did not perform the extra duty and did not concede to the above order of the management hence a chargesheet Ext. M series were issued against these workmen to which they sent a reply. Individual chargesheets were issued against these workmen and they also submitted separate individual replies. Enquiries were also held against them separately and separate reports were submitted and separate orders of punishment of 10 days suspension were passed against them. All these documents along with the proceeding and enquiry report have been exhibited in this case. As stated earlier the enquiry has not been challenged and it has been held to be fair and proper.

10. The main question to be determined however is as to whether the action of the concerned workmen in stopping other works amounts to misconduct or not.

11. As already stated Grade III was given to these workmen as per Coal Wage Board recommendation. The Coal Wage Board has also prescribed the job description of a trammer. Vol. 2, page 46, Appendix V, Sl. No. 18 shows the job description of trammers, who are time-rated. It reads as follows :—

"A trammer is a workman who with or without the assistance of other trammer pushes or controls the travel of full or empty tubs."

Thus this is the only duty which has been shown in the job description of a Trammer. It is not stated that they are to put coal on the conveyor belt or to do any other job. The performance of above extra duties does not come within the job description of a trammer. It is no doubt true that the concerned workmen were performing the extra duties before the coming into force of the Coal Wage Board recommendations or even for some years thereafter but that was at their mercy and sweetwill. Prior to Coal Wage Board recommendation, job description was not fixed and several types of works were taken by the employer from different workmen but the job description was fixed by the Coal Wage Board and after the coming into force of the above recommendation an employer cannot force a workman to do any extra job without compensating him with extra remuneration. In this particular case though the concerned workmen were performing some extra duties but that was at their mercy or sweetwill but they cannot be forced to do the extra job. For the extra job the concerned workmen admittedly demanded extra remuneration but that was refused to them. In such circumstances the stoppage of extra work, in my opinion, cannot amount to a misconduct and the management cannot compel the concerned workmen to do a job not recommended by the Coal Wage Board nor mentioned in their job description. If the management wanted to have some extra work from the concerned workmen they ought to have been compensated for the same. The refusal to do an extra work thus cannot be said to be illegal or misconduct and any order or direction of the management to compel a workman of a certain grade to do extra work cannot be said to be a lawful and proper order. The said type of order must be held to be improper or illegal and if it is disobeyed by the workmen it will not amount to misconduct and there should be no penalty for such disobedience.

12. Considering the above facts and circumstances of the case, I hold that the action of the management in awarding 10 days suspension to the concerned workmen is illegal and unjustified.

13. In the circumstances, the concerned workmen are entitled to full wages for the period of above suspension.

14. I give my award accordingly.

J. N. SINGH, Presiding Officer

[No. L-20012(16)/80 D.III(A)]

New Delhi, the 9th August, 1982

S.O. 2928.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Alkusha South Colliery of Messrs Bharat Coking Coal Limited, Post Office Kustore, District Dhanbad and their workmen, which was received by the Central Government on the 5th August, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), DHANBAD

PRESENT :

Shri J. P. Singh, Presiding Officer.

Reference No. 71 of 1975

In the matter of an industrial dispute under S. 10(1)(d) of the I. D. Act, 1947.

PARTIES :

Employers in relation to the management of Alkusha South Colliery of M/s. Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the employers—Shri G. Prasad, Advocate.

On behalf of the workmen—Shri P. B. Chodhury, Secretary, Colliery Staff Association, Dhanbad.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, 31st July, 1982

AWARD

This is a reference under S. 10 of the I.D. Act, 1947. The Central Government by its Order No. L-20012/135/72/LR. II/D.III(A) dated, 18th June, 1975 has referred this dispute to this Tribunal for adjudication on the following terms :—

SCHEDULE

"Whether the action of the Custodian of Alkusha South Colliery of Messrs Bharat Coking Coal Limited, Post Office, Kustore, District Dhanbad, in terminating the services of Shri T. R. Talapatra, Hard Coke Supervisor with effect from 11th February, 1972 is justified? If not, to what relief the said workman is entitled?"

2. This case was heard on preliminary point on 24-6-76 and award was passed on 9-7-76. On a writ application filed before the Hon'ble High Court, Patna (Ranchi Branch) by the Colliery Staff Association the award was set aside and this reference was restored. On 8-7-81 the copy of the order of Hon'ble High Court was received by this Tribunal and thereafter the parties were noticed to appear for the purpose of hearing of this reference. Both the parties appeared and this reference has been heard on merits.

3. Alkusha South Colliery originally belonged to M/s. Ranigunj Coal Association Limited. It was a coking coal mine in which hard coke was also being manufactured. This colliery was taken over by the Central Government under an Ordinance w.e.f. 17-10-1971. A Custodian General was appointed for the management of the coking coal mine and Custodians were appointed for the purpose of managing individual or group of mines. Subsequently the coal mines were nationalised and this colliery was owned by Messrs Bharat Coking Coal Limited, a Government company. The workman's case is that during the time of the private owner the hard coke workers used to be paid directly by the colliery management. The concerned workman Shri Talapatra was the supervisor of the hard coke ovens and was being paid his wages by way of certain percentage of the produce of the hard coke. The private company however described him as contractor. After the take over the services of the coke oven workers were regularised and the Custodian put Shri Talapatra as supervisor on a monthly wage of Rs. 205 basic in the scale of pay of Rs. 205—305. The workman's case is that Shri Talapatra had come into the colliery service on 18-2-68. The manager of Alkusha South Colliery terminated the services of Shri Talapatra w.e.f. 11-2-1972 on the ground that his appointment was purely on temporary basis. In this reference this termination of service of Shri Talapatra is said to be unjustified.

4. The management put forward a case that Shri Talapatra was a commission contractor of the hard coke oven and was not a workman. Their further case is that after take over of the management, Shri Talapatra was appointed as hard coke supervisor provisionally, and purely on temporary basis w.e.f. 17th October, 1971. With regard to termination of his service their case is that the employer considered his service to be no longer necessary and therefore his service was terminated on 11th February, 1972.

5. On behalf of the workman two documents have been produced Ext. W-1 is a letter dated 10th February, 1972 signed by the manager, Alkusha South Colliery addressed to Shri T. R. Talapatra, hard coke bhatta supervisor. Under this letter the service of Shri Talapatra was terminated. Ext.

W-2 is attested copy of a letter addressed to the Custodian by the Superintendent, Alkusa South colliery. It is dated 16th January, 1972. In this letter request was made to retain the services of Shri Talpatra on the ground that he was an experienced man.

6. The management, on the other hand, has filed a statement of hard coke produced on 17-2-69. There are three types of hard coke as mentioned in this document. Ext. M-2 is a representation dated 10th June, 1969 by Shri T. R. Talpatra addressed to the General-Manager, Raniganj Coal Association. This was a representation against termination of his contract, dated 5-6-69. In this letter he described himself as contractor, hard coke bhatta. Ext. M-3 is not relevant for the purpose of this case. Ext. M-4 is again a letter by Shri Talpatra addressed to the Superintendent of the colliery. In this letter also he mentions about his contract. Ext. M-5 shows that Shri T. R. Talpatra was engaged for manufacture of hard coke at Gopalichalk siding as contractor and the rate of payment was variable according to the quality of coke produced.

7. On behalf of the management Shri S. S. Bisnoani, the then manager of the colliery has been examined. He has said that Shri T. R. Talpatra was hard coke manufacturing contractor in Alkusa South colliery. According to him he engaged his own labour for manufacture of hard coke and to supervise the production. The contractor was paid at varying rates for the manufacture of hard coke. Ext. M-4 and to Ext. M-5 bear his signature. He has admitted that Ext. W-1 bears his signature of Mr. Sinha the then manager of the colliery. The evidence of MW-1 is that after take over the workmen engaged by the contractor in hard coke bhatta were made regular employees of the company. His evidence is that Shri Talpatra was temporarily appointed on 17-10-1971 as hard coke supervisor and was removed from his job on 11-2-1972. MW-1 has said that as soon as the take over of the colliery by the Government was effected the contract system was abolished and before any direct management of the hard coke oven was introduced, Shri Talpatra was temporarily engaged to supervise the production.

8. Shri Talpatra, WW-1 has said that he continued to be contractor upto 11-2-1972 whereafter his contract was terminated. He has admitted that he used to be paid by the colliery a commission on production of quality of hard coke. It will appear from his evidence that Shri Talpatra has admitted the date of his termination from service as the date of ending his contract.

9. The history of this case as well as the evidence both oral and documentary will go to show that Shri Talpatra was a contractor engaged by the colliery for production of hard coke and paid at varying rates according to the quality of hard coke produced by him. It is further clear that he used to engage his own labour. It cannot be therefore said that during the time of the private colliery Shri Talpatra was a worker of the colliery. Now after the take over of the colliery by the Government Shri Talpatra was engaged on a temporary basis for a few months to manage the hard coke bhatta as supervisor and within 3 months his service was terminated. A question arises as to whether Shri Talpatra has acquired certain rights as workman to remain in service as hard coke supervisor. In this connection it may be mentioned that prior to the take over Shri Talpatra was not a workman at all. It may be said that after the take over he was temporarily appointed as hard coke supervisor and in course of less than three months time his service was terminated. His appointment letter has not been produced and we do not know what had been terms and conditions of his appointment. But the written statement of the management and the evidence of MW-1 shows that it was purely temporary. In this view of the matter the management could terminate the service of Shri Talpatra if there was no need for his service. There is yet another important point. The nature of the job of Shri Talpatra was purely supervisory. No clear evidence has been adduced as to what was the amount of his pay. But if the job was purely supervisory, as it appears to be so, he could not come within the category of a workman.

9. Thus having considered all aspects of the case I am to hold that the action of the Custodian of Alkusa South Colliery of M/s. Bharat Coking Coal Ltd., in terminating the service

of Shri T. R. Talpatra, hard coke supervisor w.e.f. 11-2-1972 is justified. Consequently, he is not entitled to any relief whatsoever.

This is my award.

J. P. SINGH, Presiding Officer
Central Govt. Industrial Tribunal (No. 2) Dhanbad

[No. L-20012(135)/72/LR.II/D.III(A)-Pt.]

A. V. S. Sarma, Desk Officer

प्रादेश

नई दिल्ली, 29 जुलाई 1982

कां०आ० 2929—केन्द्रीय सरकार की राय है कि इसमें उपाग्रह अनुसूची में विनिर्दिष्ट विषय के बारे में हिन्दुस्तान कापर लि० के खनिज-हान कापर माईन्स के प्रबंधन से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को व्यावर्तनयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री रामराज लाल गुप्ता होंगे, जिनका मुख्यालय जयपुर में होगा और उक्त विवाद को उक्त अधिकरण को व्यावर्तनयन के लिए निर्देशित करती है।

अनुसूची

"क्या हिन्दुस्तान कापर लिमिटेड, खेत्री नगर (झुनझुन) के खनिज-हान कापर माईन्स की श्री एम० पी० सोनी, हेल्पर मेकेनिक की 5-7-76 से पत्र-मुक्त करने की कारवाही न्यायोचित है, यदि नहीं, तो कामगार किस अनुतोष का हकदार है ?"

[सं०एल० 43012/7/81-डी० 3 (बी०)]

ORDER

New Delhi, the 29th July, 1982

S.O. 2929.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kolihan Copper Mines of Hindustan Copper Limited, and their workmen in respect of the matter specified in the Schedule hereto annexed ;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri Ramraj Lal Gupta shall be the Presiding Officer, with headquarters at Jaipur and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Kolihan Copper Mines of Hindustan Copper Limited, Khetri Nagar (Jhunjhunu) is dismissing Shri M. P. Soni, Helper Mechanic with effect from 5-7-76 is justified. If not, to what relief is the workman entitled ?"

[No. L-43012(7)/81-D.III(B)]

New Delhi, the 31st July, 1982

New Delhi, the 3rd August, 1982

S.O. 2930.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of M/s. Panduranga Timblo Industries, Margao, Goa and their workmen, which was received by the Central Government on 27th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

PRESENT:

Shri M. A. Deshpande,—Presiding Officer.

Reference No. CGIT-2/39 of 1980

PARTIES:

Employers in Relation to M/s. Panduranga Timblo Industries, Margao, Goa.

AND

Their Workman,—Shri M. V. Shetye

APPEARANCES:

For the Employers.—No appearance

For the Workman.—No appearance

Industry : Mines State : Goa, Daman and Diu

Bombay, the 14th July, 1982

AWARD

By their Order No. L-26012/10/80-D.III.B dated 31-7-1980 the Central Government had referred the following issue for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the management of M/s. Panduranga Timblo Industries are justified in terminating the services of Shri Mohan V. Shetye, Foreman, Shigao Mines? If not, to what relief the employee is entitled?”

2. The matter was contested and the management by their written statement had raised several contentions challenging even the status of the workman concerned and also his right to claim relief.

3. However today on behalf of both the parties by their writing dated 3-7-1982 received by post it has been intimated that the matter has been amicably settled and no dispute survives. I have gone through the terms of settlement, a copy of which is annexed, under the terms of which the workman concerned has received Rs. 7,519.16 in full and final settlement of his dues and the workman has no further claim against the management. The terms of settlement are fair and reasonable and has dropped the final curtain on the entire proceedings. Since the settlement is found to be reasonable and fair the reference is disposed of as having been settled out of Court.

No order as to costs.

M. A. DESHPANDE, Presiding Officer
Central Govt. Industrial Tribunal No.2,
Bombay.

[No. L-26012/10/80-D.III.B]

S.O. 2931.—In pursuance of the Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bangalore in the industrial dispute between the employers in relation to the management of M/s. Tiffins Barytes, Asbestos & Paints Ltd. and their workmen, which was received by the Central Government on 26th July, 1982.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA BANGALORE

Central Reference No. 3 of 1980

I Party :

Workmen represented by The General Secretary, Bellary District Mine Workers, Welfare Union, Bellary Road, Hospet.

II Party :

The Agent/Managing Director Haigonadona Iron Ore & Re-Oxide Mines of M/s. Tiffin Barytes, Asbestos & Paints Ltd., No. 49, Cantonment, Bellary—2

APPEARANCE :

For the I Party.—None

For the II Party.—Shri R. Ramachandran, Advocate, Madras.

AWARD

Government Order No. L-26011/1/79-D.III.B.

Dated 28th March, 1982

The Central Government has made a reference of the dispute between the parties for adjudication on the following points.

“Whether the demand of the workers for (i) revision of the wage rates paid to the different categories of workmen engaged in blasting ore, digging ore and hole blasting, unskilled work in red-oxide and iron ore, compressor operation, drilling and Watching and (ii) for introduction of monthly scales of pay for compressor operators and drillers and Watchmen is justified? If so, to what relief are they entitled?”

1. The parties submitted their statements. According to the first party the workmen have to be paid the wages as per the Central Wage Board recommendation, but the second party is paying at a lesser rate.

2. The second party has filed a statement contending that there was an agreement between the workmen and the management on 12-3-1979 as regards the wages and other claims and hence there is no industrial dispute pending to be referred for adjudication. It adds that the first party does not present appreciable number of workmen of the second party, and hence is not competent to represent them. According to it, it is paying the wages that is prevalent to the Mine Workers in that area and there are no minimum wages fixed in the State of Karnataka for Mine Workers. An additional issue was framed as to whether there was a valid settlement and consequently the reference is not valid.

3. At the time of enquiry the first party did not appear inspite of several opportunities given. The second party filed an application calling upon the first party to produce the membership register and minutes book of the first party to show that the first party does not represent the workmen of the second party and hence the reference is bad. But inspite of several notices the first party failed to produce the said documents.

4. On 15-6-1982 the first party was absent and hence a notice by registered post was issued to appear on the adjourned dated on 12-7-82. As none turned up to represent the first party, the evidence of the second party was recorded. Its agent gave evidence to say that there was no union of the workmen of the second party and on 12-3-79 there was a settlement as regards the demands of the workmen directly with them as in Ext. M-1. He says that the Labour Officer was informed of the settlement and subsequently the wages were increased than the rate given in Ext. M-1. According to him the payment to the workmen is more than and that other mines and has produced Ext. M-2 as a comparative statement of the payments prevailing in other mines.

5. The first question that arises for consideration is about the competency of the first party union to represent the workmen of the second party. The workmen of the second party have entered into an agreement with the second party as in Ext. M-1. 83 of the workmen have affixed their thumb impressions or signatures to Ext. M-1. The General Secretary of the first party has produced an authorisation for him to represent the workmen which bears the signatures of 5 persons who claim to be the workers under the second party. But the names of those persons except that of No. 4 D. Basappa do not find a place in Ext. M-1 which contains the names of workmen. One D. Basappa has affixed the thumb impressions to Ext. M-1 whereas we find his signature in the authorisation and hence it is doubtful as to whether the said workman himself is the person who put his signature to the authorisation produced by the General Secretary of the first party. However when the second party has called upon the first party to produce its registers to show the membership of the workmen in that Union and the minutes book, if the first party is to fail to produce the same the only inference to be drawn is that there is no proper espousal of the cause of the workmen by the first party Union under proper authorisation. The first party Union cannot take up the cause of the workmen merely at the instance of one or two workmen who might have gone to it and complained about their demands. Hence it is to be held that the first party Union had no authority to represent the workmen of the second party.

6. When the second party has produced Ext. M-1 as the agreement with the workmen alongwith its counter statement a rejoinder was filed by the first party Union on 25-8-80 in which there is no denial of such an agreement with the workmen. It is only mentioned that even if any such agreement exists it is on account of fraud played on the workmen to deprive them of their just and reasonable demand. There is a letter addressed to the Tribunal received on 27-8-80 which bears the signatures and thumb impressions of 62 persons who claim to be the workmen of the second party stating that their thumb impressions and signatures were taken on blank paper and they had not entered into an agreement as regards to their demands. But none of the workmen had come forward to substantiate such contention. Hence the evidence of MW-1 as regards the agreement entered into with the workmen remains unchallenged. It may not be proper for the management to contend that the said agreement would bar a reference by the Central Government of the dispute between the parties. If there was an effort at conciliation as regards the demands, the conciliation officer would ordinarily submit his report to the Government which would result in a reference. Ext. M-1 cannot be called as a settlement as defined under the I.D. Act. Hence this agreement will not invalidate the reference and hence the additional issue is answered against the second party.

Points of reference :—

7. According to MW-1 there was a settlement as regards the demands of the workmen under Ext. M-1 and even subsequently the wages of the workmen were raised. The reference does not state as to what is the revised scale played for by the different categories of workmen. As they have agreed to accept the wages as per the settlement Ext. M-1 and there is no evidence to show that it has been obtained

by any fraud on them, it has to be held that the workmen are not entitled to demand any higher scale than what was agreed to by them as at the time of the reference in settlement of this dispute.

8. As regards the demand for introduction of monthly scales of pay for compressor-operators, Drillers and watchmen, the contention of the second party is that the present system of payment of wages is quite satisfactory and there is no need for change. There is no evidence on behalf of the first party to show the reason as to why there should be any change. The second party has produced Ext. M-2 which gives a comparative study of the payments made to the different types of workmen in the different companies working at or near about the place where the second party mines are situated. From that, it can be made out that the payment to the workers of the second party is in no way less than what is paid to the other workers in comparable concerns and hence I hold that there is no justification in the demand by the workers for a revision of their wages or for introduction of monthly scales of pay for compressor operators and drillers or watchmen. Hence this point of reference is answered against the I party workmen and it is held that they are not entitled to any relief in this reference. Award passed accordingly. No costs.

V. H. UPADHYAYA, Presiding Officer
Industrial Tribunal, Bangalore.

[No. L-26011/1/79-D.II.B]

आदेश

नई दिल्ली, 6 अगस्त, 1982

क्र.आ. 2932 —केरल उच्च न्यायालय, इनाकुलम ने इससे उपाबद्ध अनुसूची में विनिर्दिष्ट औद्योगिक विवाद में पक्षाट जा औद्योगिक अधिकरण, एजेके के पीठासीन अधिकारी श्री के. पी. एम. जैरिफ द्वारा किया गया है, को आणिक रूप में रद्द कर दिया है और बी० आई० नियोन फर्नोडोज, बिजल मिस्त्री ने संबंधित विवाद (जिसे हमने पश्चात् उक्त विवाद कहा जाएगा) को इस निर्देश के साथ अधिकरण को वापिस भेजा है कि वे मामले को तब से प्रारम्भ करें।

और जबकि श्री के. पी. एम. जैरिफ की सेवाएं अब उपलब्ध नहीं रही हैं :

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33ख की उपधारा (i) के साथ पठित धारा 7 क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है, जिसके पीठासीन अधिकारी श्री कनकचन्द्रन होंगे, जिनका मुख्यालय एजेके होगा और उक्त श्री के. पी. एम. जैरिफ, पीठासीन अधिकारी, औद्योगिक अधिकरण, एजेके के समक्ष लम्बित उक्त विवाद से सम्बद्ध कार्यवाही को वापिस लेनी है और उसे श्री कनकचन्द्रन पीठासीन अधिकारी, औद्योगिक अधिकरण, एजेके (जिसे हमने पश्चात् उक्त अधिकरण कहा जाएगा) को इस निर्देश के साथ स्थापना करने की है कि उक्त अधिकरण श्री बी० आई० नियोन, फर्नोडोज से संबंधित विवाद पर आगे कार्यवाही केरल उच्च न्यायालय के निर्देशों जो मूल याचिका में 1979 आर 1977 (जे) में उनके तारीख 26-3-1979 में विनिर्दिष्ट है, के अनुसार करेगा।

अनुसूची

CORRIGENDUM

प्रयोगिक विवाद की संदर्भ सख्या और तारीख विवाद के प्रकार

New Delhi, the 27th July, 1982

श्रम मंत्रालय, भारत सरकार, नई दिल्ली के केरल मिनेरल्स और
 आदेश संख्या एल-43011/5/75-डी० 4.बी/डी मेटल्स लिमिटेड, मनाहल
 3.बी कुलगारा, डाकघर कयोलोन
 (केरल) के प्रबंधक और
 उनका कामकार श्री बी०
 आई० लियोन फर्नांडेज,
 बिजली मिस्री।

[स० एल-43011/5/75-डी-4.बी/डी.3(बी.)]

कृषर. राजिन्द्र सिंह, छवर सचिव

ORDER

New Delhi, the 6th August, 1982

S.O. 2932.—Whereas, the High Court of Kerala, Ernakulam has set partially aside the award in the industrial dispute specified in the schedule hereto annexed, given by Shri K. P. M. Sheriff Presiding Officer of the Industrial Tribunal, Alleppey, and remanded back the dispute (hereinafter referred to as the said dispute) relating to Shri B. I. Leon Fernandez, Electrician, to the Tribunal with a direction to go into the matter afresh;

And, whereas, the services of Shri K. P. M. Sheriff are no longer available;

Now, therefore, in exercise of the powers conferred by Section 7A read with sub-section (1) of the section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes as Industrial Tribunal, the Presiding Officer of which shall be Shri K. Kanakachandran with headquarters at Alleppey and withdraws the proceedings in relation to the said dispute pending before the said Shri K. P. M. Sheriff, Presiding Officer, Industrial Tribunal, Alleppey and transfers the same to Shri K. Kanakachandran Presiding Officer, Industrial Tribunal, Alleppey (hereinafter referred to as the said tribunal) with the direction that the said Tribunal shall proceed with the proceedings in respect of the dispute relating to Shri B. I. Leon Fernandez in accordance with the directions of the High Court of Kerala contained in their judgement dated 26th February, 1979 in original Petition No. 1779 of 1977-J.

Reference No. & date of Industrial dispute	Parties to the Dispute
1	2
Order No. L-43011/5/75/D. IV (B)/DIII (B) dated 19th March, 1976 from Ministry of Labour, Government of India, New Delhi.	The management of Kerala Minerals and Metals Limited Mankulangara, P. O. Quilon (Kerala) and their workmen, Shri B. I. Leon Fernandez, Electrician.

[No. L-43011/5/75-D.IV(B)/D.III(B)]

KANWAR RAJINDER SINGH, Under Secy.

नई दिल्ली, 27 जुलाई, 1982

शुद्धि पत्र

का०अ० 2933 — श्रम मंत्रालय के आदेश संख्या एल-12012/225/81-डी II(ए) तारीख 22 अप्रैल, 1982 की अनुसूची में "श्री ज० के० बोरीमानिया" को "श्री एच० के० बोरीमानिया" पढ़ा जाए।

[स० एल-12012/225/81-डी. II (ए)]

S.O. 2933.—In the Schedule to the Ministry of Labour order No. L-12012(225)81-D.II(A) dated the 22nd April, 1982 for "Shri J. K. Borisania" read "Shri H. K. Borisania".

[No. L-12012(225)|81-D.II(A)]

New Delhi, the 9th August, 1982

S.O. 2934.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Hindustan Commercial Bank Limited, Calcutta and their workman, which was received by the Central Government on the 26th July, 1982.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL : CALCUTTA.

Reference No. 67 of 1980

PARTIES :

The Management of Hindustan Commercial Bank Limited, Calcutta.

AND

Their Workmen

PRESENT :

Mr. Justice M. P. Singh,—Presiding Officer

APPEARANCES :

On behalf of Employers.—Absent.

On behalf of Workmen.—Sri D. P. Roy, General Secretary of the Union.

STAGE : West Bengal INDUSTRY : Banking

AWARD

The Government of India, Ministry of Labour by their Order No. L-12012/1/80-D.II(A) dated 14th August, 1980 sent an industrial dispute existing between the management of Hindustan Commercial Bank Limited, Calcutta and their workmen to this Tribunal for adjudication of the dispute mentioned in the Schedule to the order of reference which runs as follows:

"Whether the action of the management of Hindustan Commercial Bank Limited, 73, Jamunabai Bazar Street, Calcutta in not paying Assistant Cashiers Allowance to Shri Ram Pratap Singh, Bill Collector for the period from July, 1972 to October, 1979 which he officiated as an Assistant Cashier and not confirming him in that post is justified? If not, to what relief is the workman concerned entitled?"

2. This reference has been heard ex-parte in view of the order dated 27 May, 1982 passed by this Tribunal. The management is absent.

3. It will appear from the terms of the reference that two matter have to be decided, (i) whether the concerned workman Ram Pratap Singh, a Bill Collector, is entitled to Assistant Cashier's allowance for the period from July, 1972 to October, 1979 for having worked during that period as Asstt. Cashier, and (ii) whether he should have been confirmed as Assistant Cashier

4 (i) So far as the entitlement to officiating allowance, i.e. Assistant Cashier's allowance is concerned, there is ample evidence on record to show that Ram Pratap Singh worked

in the higher post of the Assistant Cashier for the period in question at Burrabazar branch, Calcutta and that his work was found satisfactory. WW-1 Hiralal Kapoor is the retired Cashier of Hindustan Commercial Bank. His evidence is that Ram Pratap Singh worked under him as one of the Assistant Cashiers from July, 1972 to October, 1978 and that his work was satisfactory. The witness says that Ram Pratap Singh worked regularly and properly. He has further said that the post of Assistant Cashier was a permanent one. WW-2 Ganpat Tiwari is the Armed Guard of the Bank and he is still there. He has said that Ram Pratap Singh used to go to the Reserve Bank and State Bank to tender money and that he used to accompany him as Armed Guard. WW-3 is the concerned workman Ram Pratap Singh himself. He has supported his case by stating that he worked as Assistant Cashier from July, 1972. He said that he claimed difference of salary from the Manager of the Bank and though assurance was given that the amount will be paid, it was not paid, that on 16 June, 1979, he was transferred from the post of Assistant Cashier to the post of Bill Collector at Netaji Subhas Road branch of the bank. His further evidence is that he should have been confirmed in the permanent post of the Asstt. Cashier under rules. As already stated, the management has not come to contest the case at the hearing. My attention has also been drawn to a letter dated 1 October, 1981 written by the Calcutta office to the General Manager of the Bank in question in which the contention of the Agent of the Bank is mentioned as follows :

"Agent's contention : Since the bank taken from him the works of a cashier for a pretty long time, whatever might have been the circumstances and since the same is on record there is every possibility of his winning the case in the Tribunal. It is, therefore, suggested that he might be confirmed as cashier with effect from current date and may be allowed arrears for one year i.e. the difference of salary etc. of a bill collector and a cashier."

Any way, there is ex-parte evidence adduced on behalf of the workman and I have no hesitation in accepting them on the point that Ram Pratap Singh had officiated in the higher post of the Assistant Cashier for about seven years and odd as stated in the terms of reference. If so, he is certainly entitled to Assistant Cashier's allowance. His claim for it accordingly is upheld.

(ii) So far as the point of confirmation in the post of Assistant Cashier under the Bank in question is concerned, it was undoubtedly a permanent post. There is evidence of the retired Head Cashier (WW-1) to the effect that Ram Pratap Singh worked regularly and properly as Assistant Cashier. The contention of the workman is that after such a long period of service Ram Pratap Singh should have been confirmed in the permanent post of Assistant Cashier. It is said that Ram Pratap Singh was asked to officiate in the permanent post by the order of the Manager of the Bank and under rules he should have been confirmed. The difficulty however is that no rule has been placed before me regarding automatic confirmation. There may be such a rule but it has not been placed before me. As regards the nature of officiating promotion or appointment is concerned it has been fully stated in the leading case of Parshotam Lal Dhimra v. Union of India, AIR 1958 CS 36 the majority view as expressed by S. R. Das, C. J. regarding officiating appointments or promotions is "that an appointment to officiate in a permanent post is usually made when the incumbent substantively holding that post is on leave or when the permanent post is vacant and no substantive appointment has yet been made to that post. Such an officiating appointment comes to an end on the return of the incumbent substantively holding the post from leave in the former case or on a substantive appointment being made to that permanent post in the latter case or on the service of a notice of termination as agreed upon or as may be reasonable under the ordinary law. It is, therefore, quite clear that appointment to a permanent post in a Government service, either on probation or on an officiating basis, is, from the very nature of such employment, itself of a transitory

character and, in the absence of any special contract or specific rule regulating the conditions of the service, the implied term of such appointment, under the ordinary law of master and servant, is that it is terminable at any time. Further, it has been observed by the learned Chief Justice that an appointment to a post, permanent or temporary, on probation or on an officiating basis or a substantive appointment to a temporary post gives to the servant so appointed no right to the post and the service may be terminated unless his service had ripened into what is, in the service rules, called a quasi-permanent service." These principles have recently been followed in Biplab Bhushan Mazumdar v State of West Bengal, 1982 Lab IC 563. There is thus no difficulty in understanding the principles underlining the officiating appointments. Appointment to such post, from the very nature of employment is of a transitory character and in the absence of any contract or specific rule regulating the condition of service to the contrary, the implied terms of such appointment is that it is terminable at any time. In the present case no rule has been placed before me. In the circumstances I would direct the management to consider the case of the workman concerned for confirmation in the post of the Asstt. Cashier. The management shall consider whether there is a rule for confirmation under the Standing Order or otherwise for confirming an employee in the officiating post if the employee concerned has worked for such a long time (as seven years in the present case) satisfactorily.

4. Before parting with this case I would like to observe that it is not the term of reference that this tribunal should give a finding on the point as to whether or not the concerned workman should be reinstated to the post of the Asstt. Cashier in case the order of reversion passed by the management is held to be bad in law. The order of reversion also has not been filed. I am not therefore giving any finding on that point, though prima facie it appears to me that the concerned workman was illegally transferred from that post.

5 In the result, I hold that the concerned workman Ram Pratap Singh is entitled to Assistant Cashier's allowance for the period from July 1972 to October 1979 and the action of the management in not paying it is wholly unjustified. My direction to the management is that it should pay the amount as may be admissible in law within one month of the receipt of the order of this tribunal. My further direction is that the management should consider the question of confirmation of the concerned workman Ram Pratap Singh in the permanent post of Assistant Cashier in accordance with rules.

This is my award.

Dated, Calcutta, 17th July, 1982.

M. P. SINGH, Presiding Officer

[No. L-12012(1)/80-D.II(A)(PT)]

S.O. 2935.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur M. P. in the industrial dispute between the employers in relation to the management of Allahabad Bank, Jabalpur, (M. P.) and their workman, which was received by the Central Government on the 30th July, 1982.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, JABALPUR (M. P.)

Case No. CGIT/LC(R)(39)/1982

PARTIES :

Employers in relation to the management of Allahabad Bank Regional Office, Residency Road, Civil Lines, Jabalpur and their workman Shri Hari Ram Kashhi, Peon, represented through the President, M. P. Bank Employees Association, 64, Kinsway Cantt. Jabalpur (M. P.).

APPEARANCES :

For Union—Shri P. N. Sharma.

For Bank—Shri K. K. Tandon, Officer.

INDUSTRY : Bank

DISTRICT : Jabalpur (M. P.)

AWARD

Dated July 20, 1982

The following dispute was referred to this Tribunal for adjudication by the Ministry of Labour, Government of India, vide Notification No. L-12012(299)/81-D.II(A) dated 10th/15th June, 1982 :—

“Whether the action of the management of Allahabad Bank at Narsinghpur Branch Narsinghpur (Madhya Pradesh) in terminating the services of Shri Hari Ram Kachhi, Peon with effect from 20-8-1980 is justified? If not, to what relief the workman is entitled to?”

2. The dispute in this case was with regard to the termination of the services of the workman, Shri Hari Ram Kachhi, Peon, employed in the Narsinghpur Branch of the Allahabad Bank with effect from 20-8-1980.

3. After the order of reference was received in this Tribunal notices were issued to both the parties to file their statements of claims on 7-7-1982. On the aforesaid date both the parties appeared, the workman through the Union representative and the Bank's management through their officer. Both the parties made a joint application to the effect that on 13-5-1982 there was a settlement between the Allahabad Bank's management and the All India Allahabad Bank Employees' Co-ordination Committee of which the M. P. Bank Employees Association is a unit; that the settlement is incorporated in writing (copy filed along with this application); that in terms of para vii of the said settlement the dispute raised by the workman stands settled, that so far as the present dispute is concerned the representatives of both the parties have concurred to abide by the settlement arrived between the parties and that in view of the settlement the present dispute may be treated as settled.

4. On such an application being filed both the parties stated before this Tribunal that the settlement filed in this Tribunal was arrived at on an All India level and this settlement settles the dispute between the management of the Bank and the workman and that instead of the adjudication of the dispute on merits award in terms of the settlement may be passed.

5. In view of the settlement mentioned in the application i. e. on 7-7-1982 filed jointly by both the parties and the statement made before this Tribunal it is ordered as under :

That the dispute referred for the adjudication by this Tribunal stands settled to the satisfaction of both the parties in terms of para vii of the settlement dated 13-5-1982, the relevant provisions of which are as under :—

That all cases pending at different Industrial Tribunal of the country and/or before R. L. C./A. L. C. in conciliation proceedings should be withdrawn by the temporary employees/Union concerned if they are desirous to be absorbed in the Bank's Service as per this settlement. Such cases must be withdrawn before permanent absorption.”

6. In view of the mutual settlement between the parties there will be no order as to costs. The settlement, copy of which has been filed, along with the joint application shall form part of the Award.

S. R. VYAS, Presiding Officer

PART OF AWARD

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL JABALPUR

Ref. No. CGIT/LC(R) 39/1982 of 1982

In the matter of employers in relation to the Management of Allahabad Bank and their workman

The humble petition of Allahabad Bank.

Most respectfully sheweth .

- (1) That the matter in relation to the engagement of Shri Hari Ram Kachhi of Narsinghpur Branch of Allahabad Bank stands settled in terms of the Memorandum of Settlement dated 13-5-82 arrived at between the Allahabad Bank Management and the Allahabad Bank Employees' Co-ordination Committee of which M.P. Bank Employees Association is a Unit;
- (2) That a copy of the said Memorandum of settlement dated 13-5-82 is enclosed;
- (3) That in terms of paragraph-vii of the said settlement the case of the concerned workman stands settled.
- (4) That in the circumstances, the Hon'ble Tribunal is requested to treat the matter accordingly;
- (5) That Shri P. N. Sharma, President of the M.P. Bank Employees Association (Opposite Side) has also given his concurrence to the foregoing submissions before the Hon'ble Tribunal by signing hereunder this petition.

Sd/-
President,
M.P. Bank Employees Association
64, Kingsway Cantt.,
Jabalpur (M.P.)

Sd/-
Acting Regional Manager
Allahabad Bank
Regional Office
Civil Lines,
Jabalpur-482001

Filed by
K. K. Tandon,

For and on behalf of Allahabad Bank

MEMORANDUM OF SETTLEMENT

[Under Section 18 of Industrial Disputes Act read with Rule 58 of Industrial Dispute (Central) Rules]

Name of the Parties :	
Representing the Management of Allahabad Bank,	Representatives of All India Allahabad Bank Employees' Co-ordination Committee representing all Award staff Category employees of the Bank.

- | | |
|---|---|
| (1) Shri B.M. Dewan,
Asstt. General Manager
(A & P) | (1) Shri Dhnanjoy Tewari,
President. |
| (2) Shri M.R. Sarbadhikari,
Acting Chief Law Officer. | (2) Shri Bhupesh Sarkar,
General Secretary. |
| (3) Shri P.V. Narayanan,
Manager, Personnel
Department. | (3) Shri H.K. Das,
Dy. General Secretary. |
| (4) Shri D.K. Paul,
Labour Law Officer,
Personnel Department. | (4) Shri Surish Chait,
Sharma,
Dy. General Secretary. |

SHORT RECITAL OF THE CASE

1. Whereas the parties discussed the issues of absorption in permanent employment of employees who have worked in the subordinate and non-subordinate cadre with particular reference to the fact that some of them have put in temporary service for a considerably long period.
2. And whereas, the Regional Labour Commissioner (Central) in his capacity as Conciliator was requested to intervene and bring about an amicable settlement.

3. And whereas, parties mutually arrived at the following terms of settlement and forwarded the same to the Regional Labour Commissioner (Central) Calcutta for initiating a tripartite settlement at his office.

4. And whereas, the Regional Labour Commissioner (Central) Calcutta by his letter 7-2-82 B-1 dated 24-4-82 had intimated that the parties may sign this Memorandum of Settlement

Accordingly, this settlement is signed today, 13th May, 1982.

Terms of Settlement

- (i) That all full time temporary employees in the subordinate and non-subordinate cadre who have worked for 240 days within the period from 1-1-70 to 30-4-82 in 12 calendar months or worked for 600 days in total during the same period would apply as per the enclosed proforma appearing as Annexure (A) to the settlement within 60 days from the date of settlement and if found eligible as per the terms of this settlement and medically fit, shall be appointed in the permanent full time service of the Bank at an initial Basic Pay as per Bipartite Settlement. It is also agreed that the Part time Pass Book Writers who had worked in the Bank for 240 days in twelve calendar months during the period from 1-1-70 to 30-4-82 or had worked for 600 days in total during the same period will be absorbed in full time permanent employment
- (ii) That the applications in duplicate should be submitted to the respective D.G.M./A.G.M. Regional Offices (through the Branch Office where he was last engaged on temporary basis who in turn, after due verification and confirmation in terms of para (i) above will forward one copy of the application to the Head Office, Personnel Department. No application will be accepted beyond the stipulated period mentioned in (i) above. On the date of application, individual should not be below 18 years of age.
- (iii) That the employees shall be posted as far as possible at or near the Stations of their temporary work but they can be posted at other Stations/Regions also as per requirement of the Bank (according to the availability of the vacancies) to the first available vacancies.
- (iv) That the management shall implement the terms of the Settlement within a period of four months from the date of this settlement.
- (v) That the management if fails to appoint the eligible employees who have applied in terms of the settlement within the period stipulated above the applicant shall be deemed to have been appointed on permanent basis after expiry of 6 months (180 days) from the date of signing this agreement and will be paid salary and wages, as applicable, from that date.
- (vi) That this is a full and final settlement of all claims for the past period and any possible disputes of all the temporary workmen in the non-subordinate subordinate cadre covered by this settlement relating to the termination of their service, such as payment of back wages or non payment or retrenchment compensation, etc upon their absorption in permanent employment of the Bank. The temporary workmen will not raise any industrial dispute whether by themselves or through any Union or claim any rights or benefits in any shape or form whatsoever.
- (vii) That all cases pending at different Industrial Tribunals of the country and/or before R.L.C./A.L.C. in conciliation proceedings should be withdrawn

by the temporary employees/Union concerned if they are desirous to be absorbed in the Bank's Service as per this settlement. Such cases must be withdrawn before permanent absorption.

For Allahabad Bank For all India Allahabad Bank
Sd/- B. M. Dewan. Employees' Co-ordination Committee.
Sd/- Bhaupesh Sarkar.

Witness : Sd/- P. V. Narayanan. Witness : Sd/- H. K. Das.

PART OF AWARD

S. R. VYAS, Presiding Officer.
[No. L-12012(299)/81-D.II(A)]

SO. 2936.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on the 31-7-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri M. A. Deshpande, Presiding Officer

Reference No. CGIT-2/29 of 1981

PARTIES :

Employers in relation to the management of Bank of Maharashtra

AND

Their Workmen.

APPEARANCE :

For the employer—No appearance.

For the workmen—No appearance.

STATE : Maharashtra INDUSTRY : Banking.
Bombay, the 17th July, 1982

AWARD

By order No. L-12011/25/80-D.II(A) dated 26-10-1981 the Central Government has referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of Bank of Maharashtra, Nagpur in relation to its Shankar-nagar Branch at Nagpur in reverting back Shri W. D. Hoshing, relieving Special Assistant as Clerk to Sitabuldi Branch at Nagpur is justified? If not, to what relief is the workman concerned entitled?"

2. On receipt of the reference when notices were issued to the parties including the Union who espoused the case of the employee concerned there was no appearance on their behalf despite several adjournments and it is only the Respondent Bank who has filed written statement whereby contending that the dispute is not relating to Shri W. D. Hoshing but to the posting of Shri S. R. Patterkine and that of Shri N. M. Salpekar. It is further alleged that Shri Hoshing is not a member of the Union which has raised the dispute and therefore the Union concerned has no right to espouse the cause.

3. In view of the fact that there is no industrial dispute regarding the posting of Shri W. D. Hoshing, but in fact the dispute related to somebody else the present reference cannot lie and therefore the same is rejected

No order as to costs.

M. A. DESHPANDE, Presiding Officer
[No. I-12011/25/80-D.II(A)]

New Delhi, the 2nd August, 1982

S.O. 2937.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the management of Union Bank of India, Nagpur and their workman, which was received by the Central Government on the 27th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/28 of 1980

PARTIES :

Employers in relation to the Union Bank of India
AND

Their workmen

APPEARANCES :

For the employers—Shri J. P. Cama, Advocate

For the workmen—Shri S. P. Chaudhari, President,
Vidarbha Bank Employees Federation.

INDUSTRY : Banking STATE : Maharashtra
Bombay, dated the 15th July, 1982

AWARD

By their order No. L-12012/179/75/DII(A) dated the 10th May 1976 the Central Government has referred the following dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

“Whether the action of the management of the Union Bank of India, Akola Branch in terminating the services of Shri Mohan N. Agarwal Clerk with effect from the 16th June, 1974 is justified? If not, to what relief is the said workman entitled?”

2. Shri Mohan Nathumal Agarwal, the employee concerned, by order dated 24-5-1972 was appointed as a temporary clerk on account of transfer of Shri Mokashi to Aurangabad Branch. In their statement of claim the Union has furnished at pages 3 and 4 the details regarding the period of service, which details are as follows :—

Sr. No.	Appointment Order No.	Dated	PERIOD		No. of days	Remarks
			From	To		
1.	—	24-5-72	24-5-72	22-6-72	30	
2.	—	23-6-72	upto	30-6-72	8	Break from 1-7-72 to 11-8-72 (42 days)
3.	—	12-8-72	12-8-72	31-8-72	20	
4.	STF/DMN/313	13-9-72	upto	20-9-72	30	
5.	STF/DMN/394A	16-10-72	upto	31-10-72	31	
6.	STAF/DMN/136	13-1-73	upto	31-1-73	92	1 on 1-2-73 shown on leave without pay.
7.	—	2-2-73	2-2-73	25-3-73	52	
8.	STAF/DMN/416	24-4-73	upto	25-4-73	31	
9.	STAF/DMN/471	16-5-73	upto	30-4-73	5	
10.	—	2-2-73	2-5-73	8-6-73	39	
11.	Worked without order		9-6-73	16-6-73	8	
From 12-8-72 to 16-6-73 continuous service					309 days	
12.	No order		13-11-73	8-12-73	26	From 17-6-73 to 12-11-73 (break for 149 days)
13.	STAF/DMN/567		7-1-74	5-2-74	30	(From 9-12-73 to 6-1-74—29 days break.)
14.	No order		6-2-74	15-6-74	130	(Period shown in letter dated 5-6-74)
					160 days	
Period worked as under:—						
24-5-72 to 30-6-72			38 days			
12-8-72 to 16-8-73			309 days			
13-11-73 to 8-12-73			26 days			
7-1-74 to 15-6-74			160 days			
Total			533 days			
Breaks:—						
1-7-72 to 11-8-72			42 days			
17-6-73 to 12-11-73			149 days			
9-12-73 to 6-1-74			29 days			

Now the contention of the Union is that on 16-6-1974 the services of Shri Aggarwal were terminated without following the legal procedure and in contravention of the first Bipartite Settlement and also ignoring the Sasthi Award binding on the parties thus rendering the termination bad and unjustifiable.

3. In reply to this statement of Claim the Bank has filed written statement whereby the jurisdiction of the Tribunal to entertain the reference has been challenged on the ground that the dispute has not been raised by the Union entitled to do so. All other contentions raised by the Union have been also refuted and it is urged that Shri Aggarwal having not passed the written test and having not acquired the requisite qualification, he being in temporary service, he cannot claim any relief. It is further alleged that the appointment being till 15-6-1974 for a definite period by efflux of time the same came to an end and as such no notice or notice pay was necessary.

4. There are further rejoinders filed by the parties reiterating the respective contentions requiring no additional reference.

5. Placing reliance on the evidence of Shri Satokar it has been urged in an attempt to attack the very legality of the reference that the cause of the workman having been espoused by the Vidharbha Bank Employees' Federation of which the Union Bank Staff Association is affiliated and there being no separate resolution passed by the Union Bank Staff Association authorising to sponsor the dispute it has not become an industrial dispute and the reference must fail. However what is referred to is regarding termination and its legality or otherwise, which under Section 2A of the Industrial Disputes Act though an individual dispute, shall be deemed to be an industrial dispute notwithstanding that no other workman or any union of workmen is a party to the dispute. In the instant case the Federation of which the Union Bank Staff Association is a affiliate body has raised the dispute and therefore reading these circumstances in the light of the provisions of Section 2A the objection that it is not an industrial dispute cannot survive.

6. The Union is relying upon the service put in by the employee in the Bank for periods stated in the statement of claim and placed reliance on para. 20.7 and 20.8 of the first Bipartite settlement and also on the provisions of Section 25B read with Section 25F, when the resultant termination is being challenged. The record itself speaks that Shri Aggarwal was serving in Akola Branch of Union Bank of India at the same time if we read the evidence of Shri Aggarwal the Union witness No. 1 it is evident that every time a fresh appointment was made a letter of appointment was issued prescribing the period of service or extending the earlier period for a specific period. It is also admitted that on these various dates he was not appointed to fill in a particular post but appointed in place of a regular employee different on each occasion. Therefore as and when there was some vacancy Shri Aggarwal was asked to fill in the same but the reply in the cross-examination abundantly made clear that he did not hold the same post for the various periods. Thus we also get from the evidence of Shri Nanivadekar cited by the Bank. The admission of Shri Aggarwal is also to the effect that he did appear for the test but he did not pass the same and therefore he was not called for the interview and that the roll numbers of the candidates who were successful at the written test were exhibited in the notice board.

7. While determining the rights of the employee concerned these factors are bound to play an important role. Now if we have a glance at the period of service and the period of breaks and if 16-6-1974 is the material date since the termination is alleged to have occurred on the said date, under Section 25B (2) we shall have to determine whether Shri Aggarwal shall be deemed to be in continuous service for a period of one year he having worked 240 days during the period of 12 calendar months preceding the date under reference which date we have already seen is 16-6-1974 and therefore what is to be determined is whether he worked from 16-6-1973 to 15-6-1974 but his own showing from 17-3-1973 to 12-11-1973 there was break for 149 days during the relevant calendar year that is 149 days he was not in the service of the Bank and if this period is excluded from

365 days there remains 216 days only that is less than 240 as required by the statute and as such no benefit is derived under the relevant provisions of law. If therefore Section 25F was not followed, the termination cannot be challenged on this count.

8. It is already seen that although Shri Aggarwal did work in the relevant branch, on every occasion he was filling in different vacancy. Furthermore though there were earlier termination they having not been challenged nor any dispute regarding this termination has been referred for adjudication. Now under para. 20.7 the definition of temporary employee has been agreed upon where it means a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature. Because of this definition and by virtue of appointment orders when Shri Aggarwal was in service, his status can be stated to be that of a temporary employee. However from this fact alone unless we can bring the case under Section 25B and 25F of the Act no relief can follow.

9. My attention was drawn to para 30.8 of the same settlement which enjoins the Bank to make provision within three months for filling up the vacancy permanently. However, it does not speak of any right created in case no such arrangement could be made. For the said purpose we have to fall back upon the general provisions of law which it is already indicated are not attracted. Later part of the paragraph speaks of the temporary workman who is eventually selected for filling up the vacancy in which case the period of temporary employment shall be treated as part of the probationary period. Therefore under this paragraph if all there be any right that right is in favour of temporary workman who is ultimately selected which selection, in the case of Shri Aggarwal was not possible because of his failure in the written test which again is the requisite requirement. Therefore once Shri Aggarwal failed to pass the written test, paragraph 20.8 of the first Bipartite settlement would be of no avail and if neither Section 25B nor Section 25F is attached, the case, of the Union must fail, the workman having not acquired any legal right in his favour. The result is that the reference must fail.

Award accordingly

No order as to costs.

17-7-82

Sd/-

M. A. DESHPANDE, Presiding Officer

Central Govt. Industrial Tribunal No. 2, Bombay

[No. L-12012(129)/75-D.II(A)]

S.O. 2938.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bangalore in the industrial dispute between the employers in relation to the management of Bank of Baroda, Madras and their workman, which was received by the Central Government on the 26th July, 1982.

BEFORE THE INDUSTRIAL TRIBUNAL IN KARNATAKA, BANGALORE

Dated this the 19th day of July, 1982

PRESENT

Sri V. H. Upadhyaya, B.A., LL.B. Presiding Officer

Central Reference No. 12 of 1978

I PARTY.

M. Kumaran, 279, North Street,
Neelastandra, Austin Town,
Bangalore-7.

Versus

II PARTY:

The Regional Manager,

Bank of Baroda,
Vumidars Shopping Centre,

2nd Floor, 162, Anna Salai,
Madras-600002.

APPEARANCES:

For the I Party—Sri V. Gopala Gowda, Advocate,
Bangalore.

For the II Party—Sri S. S. Ramdas, Advocate, Bangalore.

REFERENCE

(Government Order No. L-12012/66/78-D.II.A, dated
29th November, 1978/1st December, 1978)

AWARD

The Central Government has made a reference of the dispute between the parties for adjudication on the following points:

"Whether the action of the management of Bank of Baroda, Bangalore in terminating the services of Shri M. Kumaran, Sub-staff Bangalore with effect from 20th December, 1976 is legal and justified? If not, to what relief is the workman concerned entitled?"

2. The parties submitted their statements.

3. An additional issue was framed as—

(1) Whether the Reference is not maintainable as contended by the II Party.

4. Decision and Reasons:

Issue No. 1.—The contention of the II Party is that the dispute raised by the I Party is only an individual dispute and is not an industrial dispute of the workman of the II Party as mentioned in the reference. Whatever may be the form of the preamble of the reference when it is the case of the termination of the service of a workman of the II Party even an individual dispute gets converted into an industrial dispute in view of the provisions in Section 2A of the Industrial Disputes Act. Hence this objection does not arise.

5. The other point of objection is that the Central Government has made a reference without applying its mind by throwing the burden of establishing that the termination of the services of the I Party was legal and justified on the management and this is wrong and without jurisdiction. According to it the services were terminated by way of discharge simpliciter by a notice in terms of the Sastry Award on the ground of loss of confidence and by paying the full compensation permissible. It is for the I Party to establish as to how the termination is wrong. The presumption of law that all terminations are illegal and unjustified and it is for the management to establish the justification is wrong. The Central Government interferes in the dispute on a complaint that the termination is not legal and justified and when the Conciliation Officer writes that he can not bring about any conciliation it makes a reference of the dispute. The termination having been made by the management it is up to the II Party to establish as to how the same is not vitiated and this Tribunal has no jurisdiction and hence the reference cannot be said to be bad on this ground.

6. The third contention about the invalidity of the reference is that it was originally made in the name of Sri F. L. F. Alvares and as he is no longer in service the present officer cannot adjudicate on the dispute. This again is a wrong contention as the Central Government constituted an Industrial Tribunal by its reference and appointed Sri F. L. F. Alvares to be the Presiding Officer of it. On his retirement from his post as the Presiding Officer of the Industrial Tribunal it again constituted an Industrial Tribunal with Sri H. Shenmukhappa as the Presiding Officer who was then working as the Presiding Officer of the Industrial Tribunal constituted by the State Government. On his retirement from service, the present officer is working and the Central Government again constituted the Tribunal and appointed him

as the Presiding Officer of the Industrial Tribunal and made the reference for adjudication. If on the retirement of the officer the Tribunal does not function it does not mean that the dispute ends there. The Central Government is fully competent to constitute another Tribunal and make a reference of the dispute. The order appointing the present Presiding Officer says that this dispute which was pending before the prior Presiding Officer was withdrawn and transferred to the file of the present Presiding Officer. This order is quite proper and cannot be challenged as invalid. Hence this objection also does not survive and this issue is answered against the II Party.

7. Point of dispute No. 1.—The case of the II Party is that when the I Party workman was working in the Johanna branch of the II Party Bank he misbehaved with two lady customers and they gave complaints. The said complaints were enquired into and as the I Party workman had admitted the allegations and as these instances were repetition of the earlier instance of his misbehaviour with the lady customers when he was working in the Rajajinagar Branch which was just a year back, the management lost confidence in him and terminated his services by way of discharge simpliciter. He was served with a notice of termination dated 29th December, 1976 produced at Ext. M-3. The termination was done under the provisions of the Sastry Award. After the termination, the I Party gave a representation to reconsider the matter by a letter Ext. M-5 and the matter was examined and in order to avoid any technical contentions retrenchment compensation was awarded to him along with the salary as from 1st January, 1977 to 31st October, 1978 and a letter was sent to him as in Ext. M-7 dated 12th October, 1978 along with a Pay Order for Rs. 9549.95. The workman had accepted the same and yet has raised a demand expecting a higher payment which resulted in the present dispute.

8. The extract of the Sastry Award permitting termination simpliciter is produced at Ex. M-4. It provides for termination of the services by three months' notice or on payment of three months' pay and allowances in lieu of notice in cases not involving disciplinary action for misconduct. But the termination to be done should be according to law. In the catena of decisions in State Bank of India vs. N. Sundaramoney 1976 T.L.J. 478, Hindustan Steel Ltd., vs. Labour Court Orissa A.I.R. 1977 Supreme Court 31, L. Robert D'Souza vs. Executive Engineer, Southern Railway 1982 T.L.J. 330 and Santosh Gupta vs. State Bank of India 1980 T.L.J. 72 it has been clearly laid down that a termination simpliciter amounts to retrenchment and the same should be according to the provisions of the Chapter V-A of the Industrial Disputes Act. Section 25-F of the Act provides that notwithstanding anything inconsistent therewith contained in any other law the provisions of Chapter V-A shall have effect and as regards the rights and liabilities of employer and workman in so far as it relates to lay off and retrenchment they shall be determined in accordance with the provisions of Chapter V-A only. Hence the termination by payment of salary for three months in pursuance of the provisions of the Sastry Award under Ext. M-3 is wrong.

9. But the question for consideration is whether the management has complied with the provisions of Chapter V-A of the Industrial Disputes Act in terminating his services. The pleader for II Party argues that though the retrenchment compensation is not paid at the time of termination under Ext. M-3 it had paid the same by its letter Ext. M-7 and M-6 is the receipt dated 17-10-1978 by the I Party for having received the full amount. This will not cure the defect as section 25F would provide that at the time of retrenchment the workman has to be paid compensation as prescribed therein. It is not to be paid at a later date. Secondly, if the workman has been terminated from service as from 20-12-1976 under Ext. M-3 the contract of service between the two snaps and there is no question of treating him as in service from 1-1-1977 to 31-10-78 for any purpose. There cannot be as unilateral act of revocation of the earlier termination of service. It would amount to a fresh appointment as from 1-1-77 and fresh termination as on 31-10-78. The argument of the learned pleader that he is treated as in service only for the purpose of payment of retrenchment compensation and for all other purpose he must be deemed to have been terminated as from 21-2-76 cannot be accepted. The termination as well as payment of retrenchment compensation should be in one transaction and hence in answer to this issue, I hold that the termination of the services with effect from 20-12-1976 is not legal and justified.

10. The learned pleader for the II Party relies on a decision in 1982 (44) F.L.R. 335-Krishan Devpuri vs. Union of India wherein the termination of an employee of a bank was upheld as discharge simpliciter for having written threatening letters to the management and also on account of unsatisfactory performance and past bad record. That was a case where a staff circular of the bank provided for termination for his traits which may make him for unsuitable in bank service. In that circular distinction is made between unfitness for service or unsuitability for service and cases for misconduct. It may be that under the Shastri Award it is permissible for the management to terminate the services for want of confidence. The High Court approved of the decision of the management that writing threatening letters to higher authorities and past bad records are sufficient to hold that the workman was unfit for service. In the present case, Shastri Award does not permit termination of service for any cause. It only provides that in cases not involving disciplinary action an employee may be terminated by payment of three months' wages and that cannot be used as a cloak to cover upcases of termination of the service of the unwanted employees by the management at its pleasure without paying retrenchment compensation. It only provides for a procedure for termination in bona fide cases. Hence the said decision based on of the Staff Circular of the Bank permitting such termination cannot be made applicable to the facts of the present case.

11. Now the question for consideration as to what is the relief that can be granted to the I Party workman. It is contended by the II Party that even though reinstatement is the ordinary relief that can be granted, the Tribunal in its discretion should not grant the same as the management has lost confidence in him. He relies on the observation on the above decision that confidence is the main creed for the employees of the credit institution and unfitness due to lack of confidence is a principal derogatory conduct. According to him when he has produced Exts. M-1 and M-2 as the two letters received by the management making allegations against the member of the staff, MW-1 had enquired into them and concluded that it was the I Party workman who had teased those ladies which made them to write these letters. The I Party workman has chosen to avoid entering into the witness box and deny the each allegation. The earlier allegation against him is brought on by production of his letter as in Ext. M-9 written on the letter head of the II Party Bank which would amount to misuse of the stationery of the Bank enclosing a greeting card as in Ext. M-10 by affixing the seal of the Bank over it would show that there is no improvement in his misbehaviour towards lady customers irrespective of their position in life. In the Ext. M-12 he has admitted the charge of misconduct as made out from his letter Ext. M-9 and even in his claim statement he admits that while working as a peon at Rajajinagar Branch he had committed the misconduct and tendered the apology letter and was punished by way of stoppage of one increment. Even as regards the subsequent incident of writing the letters as in Exts. M-1 and M-2 he has stated in his letter Ext. M-5 addressed to the Senior Manager that though he had pleaded not to commit such errors in future, the Agent of the branch has taken a very serious action resulting in termination. It is suggested to MW-1 that this letter was got prepared and his signature was taken. When the same was denied it was up to the I Party workman to enter the witness box and swear that such a letter was not written by him on his own volition or that the allegation against him contained in letters Exts. M-1 and M-2 are false. Hence whether the author of the letters Exts. M-1 and M-2 are examined to substantiate the contents of the said letters before the Tribunal or not, the statement of MW-1 that he made an enquiry about them and reported the matter to the higher authorities remains unchallenged. He has produced Ext. M-8 as the delivery book of the Bank to show that endorsement as in Ext. M-8(a) was made to show that a letter calling for the written explanation by the I Party workman over his misconduct as reported in the said two letters Exts. M-1 and M-2 was refused by him. The mere suggestion in cross-examination that such letter was not tendered to the said workman is not sufficient to establish that the statement of MW-1 is false when the same is stoutly denied by him. Hence it has to be taken that the II Party has established that the behaviour of the I Party workman in the II Party Bank was quite undesirable to continue in the service of the Bank. Hence this is a clear case of loss of confidence in him and he does not deserve

to be reinstated. In a case where reinstatement is not desirable, the other method permissible is to award some compensation. A compensation of the pay of 12 months would ordinarily meet the ends of justice. In the present case, the I Party workman is paid the wages of three months under Ext. M-3 and he has been paid the wages for ten months under Ext. M-7 and in addition he is paid the retrenchment compensation and the other terminal benefits that he could get on account of the termination. Under such circumstances, I hold that he has been fully compensated for the termination of service and does not deserve any more.

12. Award passed as above. Parties to bear their own costs.

V. H. UPADHYAYA, Presiding Officer
[No. 1-12012/66/78-D-II(A)]

S.O. 2939.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay, in the industrial dispute between the employers in relation to the management of Central Bank of India, Nagpur, and their workman, which was received by the Central Government on the 27th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 BOMBAY

Reference No. CGIT-2/43 of 1980

PARTIES :

Employer in relations to the management of Central Bank of India, Divisional Office Nagpur.

AND

Their workmen

APPEARANCES :

For the Employer—Shri Vijay Daga, Advocate.

For the workmen—Shri S. P. Chaudhari, President, Viderbha Bank Employees Federation, Nagpur.

INDUSTRY : Banking **STATE : Maharashtra**

Bombay, dated the 13th July, 1982

AWARD

By their order No. 1-12012/53/79-D. II (A) dated 5-2-1980 the following issue has been referred for adjudication by the Central Government under Section 10 (1) (d) of the Industrial Disputes Act, 1947 and from the pleading of the parties the matter arose in the following manner.—

“Whether the management of Central Bank of India in relation to their Amravati Branch in terminating the services of Shri R. S. Shingekar as Clerk and as Authorised Collection Agent, with effect from 19-5-76 and 21-10-78 respectively is justified? If not, to what relief is the workman concerned entitled?”

2. It is the contention of the Union on behalf of the workman that Shri R. S. Shingekar, the concerned workman after having passed the recruitment test and interview was appointed as a temporary clerk in Amravati Branch of the Central Bank of India in a permanent vacancy where he worked from 5-1-1976 to 19-5-1976 with two breaks. According to the Union the aggregate number of days for which the clerk worked comes to 125 days within a period of six months. It is further contended that during the relevant period the permanent vacancies were filled in either by transfer of permanent employees from other branches or fresh appointments of candidates and it is alleged that those candidates were junior to Shri Shingekar. It is also stated that besides the vacancies filled in at Amravati Branch there were appointments made in various branches of the Nagpur Division but even then Shri Shingekar was not absorbed in the Bank's service despite clause 20.8 of the First Bipartite Settlement of the year 1966 which reads as follows :—

“A temporary workman may be appointed to fill in a permanent vacancy provided that such temporary

employment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probation period."

The Union therefore complains that the examination of Shri Shingekar's service with effect from 19-5-1976 is wrongful and in contravention of the provisions of the Bipartite settlement and so the same should be set aside and reinstatement be ordered. Regarding the termination of 21-10-1978 when Shri Shingekar was working as Authorised Collection Agent, it is contended that the said termination was with an intention to victimise the concerned employee.

2. By their written statement Ex. 3/M the Bank has refused these contentions, denied the assertion of the Union that Shri Shingekar is a workman first to bring his case under the Industrial Disputes Act and it is contended that Shri Shingekar was selected in the reserved category and since the marks obtained by him were below the standard of the category to be recruited as clerks from the General Category, however, there was temporary increase of work in the Branch at Annavali on account of employees being absent, by letter dated 5-1-1976 he was appointed as a temporary clerk for the period of one month which appointment according to the Bank was purely temporary in a temporary vacancy and for a fixed period. However, the work still continued by another letter dated 5-2-1976 the period was extended upto 4-3-1976 that is for one month and his services were further extended upto 19-3-1976. It is contended that the entire period of 73 days was purely temporary and it came to an end by efflux of time on 19-3-1976 automatically and therefore the workman cannot challenge the termination. Subsequently on 23-3-1976 a fresh application was submitted by the workman and therefore by order dated 27-3-1976 one month's appointment was given which expired by efflux of time on 26-4-1976 but the same was extended by four more days by another letter dated 27-4-1976 and on this occasion also the entire period of 33 days from 27-3-1976 to 30-4-1976 was purely on temporary basis and the relationship ended on 30-4-1976 by efflux of time. Thereafter again on 5-5-1976 fresh appointment was given which ended on 19-5-1976 from which day Shri Shingekar was no longer in the services of the Bank. It is alleged that on every occasion the period of service was to end on expiry of the period stated and therefore the provisions of Section 25F of the Industrial Disputes Act will never be attracted, since Shri Shingekar was never in continuous service for more than 240 days prior to the alleged termination.

3. The Bank then contends that because of the employment policy then in vogue, the reserved category was created for the sons and daughters of the employees of the Bank whereby the standard of qualification was lowered down than the general category. However, the Government of India issued directive to abolish such reserved category and also there were judgements of the High Courts who relying on article 14 and 16 of the Constitution of India struck down such recruitment. It is alleged that all concerned workmen were given specific understanding to the effect that in case of such legislation or directive to abolish the recruitment the reserved category will be discontinued.

4. Having found that Shri Shingekar could not have been employed in the regular service of the Bank he was appointed as authorised Collection Agent with effect from 5-7-1977 in pursuance of his application dated 27-12-1976. The Bank contends that because of this application Shri Shingekar shall be deemed to have abandoned his alleged earlier rights and would be estopped from challenging prior termination. It is further contended because of the various stipulation the Authorised Collection Agent can never be deemed to be an employee of the Bank but merely acted as an Agent on commission basis under the agreement or contract and therefore if there was any breach as alleged the remedy lies in Civil Court and not under the Industrial Disputes Act. The contract between the parties was terminated on 21-10-1978 without causing any stigma and as such the same is legal and valid.

5. In reply to the Bank's statement the Union filed their rejoinder dated 13-2-1981 whereby the status of Shri Shingekar as a workman as defined under Section 2(s) of the Industrial Disputes Act was reiterated. It further contended that since Shri Shingekar was recruited after he having passed written test and personal interview and he having worked for more than 90 days in a permanent vacancy the Bank is under obligation to absorb him in the regular service which they failed to do rendering the termination invalid.

6. The Bank has also filed their rejoinder dated 15-1-1981 whereby all the earlier objections have been asserted and at the same time the contentions of the Union stood denied.

7. In the light to these pleadings the following issues arise for determination :—

Issues	Findings
1. Whether the initial appointment of Shri B. S. Shingekar as Clerk was for fixed term as contended by the Bank?	Yes
2. Whether the said appointment came to an end due to efflux of time?	Yes
3. If yes, whether there was any termination of service effected by the Bank on 19-5-1976?	Automatic termination
4. Whether the said termination was validly effected?	Yes
5. Whether by his subsequent acceptance of the post of Authorised Mini Deposit Collection Agent the employee shall be deemed to have waived all his earlier rights?	Yes
6. If yes, whether the workman is now entitled to agitate against the alleged termination dated 19-5-1976?	No
7. Whether by appointment as authorised Mini Deposit Collection Agent any relationship was created between the Bank and the workman concerned?	Not pressed
8. If not whether the workman can agitate against the termination of contract dated 21-10-1978?	Does not arise
9. If he existed the relationship of employer and employee at the time of this termination dated 21-10-1978, whether the said termination was validly effected?	Admitted to be valid
10. If not to what relief the workman is entitled?	Does not arise
11. Whether the employee can claim preferential treatment in the reserve cadre on account of his being the son of an employee?	No
12. If not whether he is entitled to any relief?	Nil

REASONS

8. It is an admitted fact that being a son of Branch Manager in the service of the Central Bank of India Shri Shingekar as per the policy of the Bank then in vogue treated him as a reserved category candidate and although he secured 48 out of 125 marks, he was given a sort of preferential treatment by posting him as a temporary clerk but at the same time by circular dated 4-12-1974 Ex. 21/M it was made clear to the staff members that the recruitment policy regarding the reserved category would be ineffective if at a later date there was any statute or other directive from the Government debarring any such recruitment. It is not denied that the Government of India issued such a directive because of which the policy of Reserved Category and

recruitment of sons and daughters of the employee though securing less number of marks had to be given up. The Union does not deny that Shri Shingekar secured 48 marks out of 125 marks. This is not answering or fulfilling the requirements under General Category where he was expected to secure 40 per cent and marks lower qualification was of the group of reserved category whereby as soon as the said category vanished, the standard lower prescribed thereunder also would automatically disappear.

9. What is contended by the Union is that whatever may be the lacuna in the initial appointment because of the abolition of the Reserved Category, Shri Shingekar having worked in a permanent vacancy for a period of more than 90 days and further he having been selected at the time of recruitment, under 20.8 of the First Bipartite Settlement he should have been absorbed. Shri Shingekar was never in continuous service but his periods of service were from 5-1-1976 to 19-3-1976, 27-3-1976 to 30-4-1976 and 5-5-1976 to 19-5-1976, and if calculated the total number of days of service comes to 122. He therefore was not in continuous service of more than 240 days in a calendar year and had not attracted the provisions of Section 25F of the Act.

10. Shri Shingekar in his deposition has admitted that every time the appointment was given for a specific period or it was being extended for specific period and that he accepted the same. He further admitted that on 19-5-1976 his appointment as a clerk stood terminated because his extension of 15 days was over and no further appointment letter was issued. He also admitted that no letter of termination as such was served on him. He then categorically admitted that the appointment letter dated 5-1-1976 mentioned that it was for a fixed period upto 4-2-1976 and the subsequent appointments were also for fixed periods as stated in the appointment orders and he has no grievance against these letters. He lastly admitted by letter dated 5-3-1976 he was made conscious that his service would stand terminated on 19-5-1976. It is therefore evident that it was purely temporary appointments for a fixed period and for want of extension on each occasion the relationship came to an end.

11. In the absence of any relevant provision under the Industrial Disputes Act, clause 20.8 of the first Bipartite settlement has been tried to be pressed into service and it is alleged that the workman having served for more than 122 days and he having worked in a permanent vacancy, all these periods should have been treated as a period of probation and that he deserves to be absorbed in the service of the Bank for having been in continuous service, for filling in the vacancy permanently. In the first place the right is given to such employee who is eventually selected for filling up the vacancy but if the reserve category was abolished and if Shri Shingekar did not answer the requisite qualification for recruitment in general category, there would be no eventual selection for filling up the vacancy, therefore there is no question of any period of probation. Furthermore assuming that the relevant clause is attracted we find there were in all two breaks and final termination, first on 13-1976, the second on 30-4-1976 and lastly 19-5-1976. If the admissions of Shri Shingekar are considered every time there was a fresh appointment for a specific period and therefore no addition would be allowed nor these three periods can be allowed to be tagged so as to make it a period of services for more than 90 days. There is therefore no continuous employment, there is no eventual selection and the termination is also automatic. Therefore whether he was serving in a permanent vacancy or not, whether these vacancies were subsequently filled in or not, the case of Shri Shingekar can never be bettered and he cannot claim any relief, so far as the termination namely 19-5-1976 is concerned.

12. On the second occasion, having noticed that he was still unemployed at his request Shri Shingekar was appointed as Authorised Collection Agent. There is therefore no force in the contention of the Bank that assuming that there was some right by accepting the post Collection Agent, the past service should be deemed to have been waived or abandoned and a fresh chapter is opened.

13. Appointment as Collection agent came to an end on 21-10-1978 and it was conceded by Shri Chaudhari, it is

a valid termination and therefore the claim in this regard was not pressed. It is therefore not necessary to go into the question whether by appointment as Authorised Collection Agent Shri Shingekar could be termed as a workman.

The result is that the reference fails.

No order as to costs.

KKJ/17/7/82.

M. A. DESHPANDE, Presiding Officer
Central Govt. Industrial Tribunal No. 2, Bombay.

[No. L-12012 (253)/79-D. II (A)]

S.O. 2940.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Bombay in the industrial dispute between the employers in relation to the management of Punjab National Bank, Bombay and their workman, which was received by the Central Government on the 26-7-82.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/21 of 1981

PARTIES :

Employer in relation to the management of Punjab National Bank

AND

Their Workmen

APPEARANCES :

For the Employer—Shri G. B. Singh, Staff Manager, Zonal Office.

For the Workmen—1. Shri K. N. Mehrotra, General Secretary of Punjab National Bank Workers' Organisation, 2. Shri G. L. Kadam, General Secretary of Punjab National Bank Staff Union.

INDUSTRY : Banking

STATE : Maharashtra.

Bombay, dated the 1st July, 1982

AWARD

Non-selection of a sub-staff has given rise to the following industrial dispute which has been referred to for adjudication by the Central Government by order No. L-12012/40/81-D.II(A) dated 31-8-1981 :—

"Whether the action of the management of Punjab National Bank, Bombay, in not selecting Shri N. S. Amin, sub-staff for promotion to the clerical cadre is justified? If not, to what relief is the workman concerned entitled?"

2. Without quoting in details the rival contentions contained in the claims statement and the written statement of the Bank it can be succinctly stated that while on behalf of the Union the non-selection of Shri Amin to the clerical cadre is described to be a mala fide act on the part of the Bank because of the alleged refusal of the workman concerned to join the rival Union, the said contention of mala fide etc. is refuted by the Bank.

3. Since the question of selection or non-selection is involved, before any relief is possible, it will be for the Union to establish that the act of non-selection on the part of the Bank was mala fide or unfair labour practice without which, the function of the Selection Board cannot be interfered with. Consequently what is to be determined is whether there is such evidence on record.

4. It is an admitted fact that the workman had appeared for written test where he secured 45 marks, which at the relevant time happened to be the highest number of marks. By settlement arrived at in the year 1973 certain points have been agreed upon between the Union and the Bank regarding promotion opportunities for non-Matriculate neons and Daftries. It was agreed that the members of subordinate staff who have passed 9th standard examination from a

recognised institution and those who have failed in Matric/Higher Secondary examination, shall be eligible for promotion to the posts of Cashiers and Godown Keepers only provided they have completed 8 years of confirmed service in the Bank. It was further agreed that the eligible candidates will have to appear for the test in English, Arithmetic and simple general knowledge, and interview and that the qualifying marks would be 33 per cent in written test, 33 per cent in interview and 35 per cent in aggregate. There is a clause 2 below the head 'General' at page 23 of the agreement which speaks that a person may not be promoted who is otherwise considered unfit for promotion for exceptional reasons to be specified in writing. No attempt was made to make use of this clause which never governed the present case, as the clause seems to be a safeguard whereby even a successful candidate having secured requisite number of marks, both in written test and interview, may not be promoted if otherwise found to be unfit for promotion, in which case the reason for non-promotion is to be recorded in writing. No such thing has happened in the present case.

5. What is all along contended by the Union on behalf of the employee concerned is that after he stood first in the written test, when he was called for interview, he was successful in the said interview and he was waiting for the orders. It is further contended that at this stage one Shri Chadha, at the relevant time workman Director belonging to the rival Union, approached the employee and tried to influence him by saying that if he would join this Union, he would immediately earn the fruits of promotion and tried to suggest that because the workman declined to join the rival Union, the Bank acted against him denying his promotion. In the first place there is nothing on record to indicate as to how Shri Chadha would have been benefited in any way by the presence of Shri Amin in his Union. If the workman concerned did not wield so much influence at least no proof to the said effect is on record, the addition of one head to the rival Union was not going to help Shri Chadha in any manner. The plea therefore, that because of Shri Chadha's intervention the Bank acted against the workman stands to no reasons.

6. The Bank has produced the record which indicates that at the time of oral interview, Shri Amin secured 20 per cent marks and therefore the Interview Committee passed an endorsement as 'unsuitable'. The Interview Committee, I am told consisted of three responsible officers namely Officiating Regional Manager, Asstt Regional Manager and the Senior Branch Manager. There is nothing on record to indicate that these three responsible officers have got anything against the workman or any malice. There is also nothing to indicate that Mr. Chadha wielded such influence that he could change the decision arrived at by the three responsible officers. If therefore the three members of the interview committee for the reasons of their own, gave only 20 per cent marks at the time of interview, there is nothing to disbelieve the said result. Merely because Shri Amin stood first and secured the highest marks in the written test which were 45 marks which cannot be said so high, but if he failed at the time of interview, there is nothing strange therein. We do come across several instances when the successful candidates in written tests fail at the time of viva voce and do not secure even the requisite number of marks. The first grade got at the written test can not be any indication that Shri Amin possesses such qualities that he would not fail at the time of interview or if he secured only 20 per cent marks it must be a concocted test. At least there is nothing to hold accordingly. My attention was drawn to the previous correspondence and it was argued that all along the workman concerned and also the Union on his behalf were contending that injustice was done to Shri Amin or that he has unnecessarily failed at the time of interview, but to no communication the Bank replied and therefore Shri Mahotra wants me to draw inference that there must be malice involved in the matter which required the Bank to keep mum. I cannot believe this assertion. If Shri Amin failed in the interview and the interview Committee reported accordingly, it would not be incumbent upon the Bank to reply the letters and if they have not replied, no malice can be attributed to them. It seems that Shri Amin had access to the Regional Manager and he had approached him but if the Regional Manager heard the case

of Shri Amin by giving a private interview it does not mean that the case of the Bank was weak, but on the contrary it means that the officers of the Bank are prepared to hear Shri Amin by giving him personal interview, nevertheless even the Regional Manager could not have committed any act contrary to the rules because such action would have invited criticism from other persons whose interest might have been affected and instead of humming about peace it might have disturbed the same. If therefore, the Chairman or the Regional Manager did not give any reply in the matter in favour of Shri Amin, no inference is possible that their silence was because of any malice.

Shri Amin has been examined as well his witness Shri Prabhu. Although Shri Amin wanted the Tribunal to accept the plea that he got reliable information of his success in the interview from Shri Prabhu and further that the decision must have been altered, Shri Prabhu denied any such knowledge. There is therefore no oral evidence to uphold the plea of malafides and once the same is discarded, promotion being a managerial function, the Tribunal cannot interfere in such matters.

Reference stands rejected
No order as to costs.

M. A. DESHPANDE, Presiding Officer
[No L-12012/40 81-D II(A)]
N. K. VERMA, Desk Officer

अवधि

नई दिल्ली 9 जून, 1982

कां०आ० 2941—केन्द्रीय सरकार का राय है कि इसमें उपाखण्ड अनुसूची में विनिर्दिष्ट विषय के बारे में कांडला पत्तन व्याम, के प्रबंधन में सबद्ध एक औद्योगिक विवाद नियोजक और कर्मचारियों के बीच विद्यमान है,

और केन्द्रीय सरकार उक्त विवाद का व्यावस्थितिकरण के लिए निर्देशित करना वांछनीय समझती है।

अन, केन्द्रीय सरकार औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7 क और धारा 10 की उप-धारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसमें पीठमूलक अधिकारी श्री जी० एम० ईश्वर दाय, जिनका मुख्यालय अहमदाबाद में होगा और उक्त विवाद को उक्त अधिकरण को व्यावस्थितिकरण के लिए निर्देशित करती है।

अनुसूची

'क्या कांडला पत्तन व्याम के प्रबंधन द्वारा श्री ए० टी० तुलसीयानी का मंडल लेखावार के पद पर 9 मई, 1974 में बतन का निर्धारण मजदूरी पुनरीक्षण समिति और विषमता ग्रुप की सिफारिशों के मुकाबले में सही किया गया है? यदि नहीं तो संबंधित कर्मचारियों किस अनुसूची का हकदार है।

[सं० 37011/1/82-डी-1 (ए)]

ORDER

New Delhi the 9th June, 1982

SO 2941.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Kandla Port Trust and their workmen in respect of the matters specified in the Schedule hereto annexed,

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G. S. Barot shall be the Presiding Officer with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the management of Kandla Port Trust has correctly fixed the pay of Shri A. T. Tulsiani on the post of Divisional Accountant with effect from the 9th May 1974, vis-a-vis the recommendations of the Wage Revision Committee and of the Anomaly Group? If not, to what relief is the concerned workman entitled?"

[No. I-37011(1)/82-D.IV(A)]

आदेश

नई दिल्ली, 4 अगस्त, 1982

कां०आ० 2942.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में विनाखपत्तनम पत्तन न्याम के प्रबंधन से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है :

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री० एम० वी० रामनरेश्वरी होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करनी है।

अनुसूची

"क्या विनाखपत्तनम पत्तन न्याम के प्रबंधन की उनके आदेश तारीख 14-9-79 द्वारा 14-9-1979 से कनिष्ठ लिपिक, श्री जी० अण्णागराव को हटाने की कार्यवाही न्यायोचित है ? यदि नहीं तो संबंधित कर्मकार किस अनुतोष का हकदार है ?

[फाइल सं० एल-34012/2/82-डी 4 ए.]

ORDER

New Delhi, the 4th August, 1982

S.O. 2942.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Visakhapatnam Port Trust and their workman in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. V. Ramana Reddy shall be the Presiding Officer with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Visakhapatnam Port Trust in removing Shri G. Appa Rao, Junior Clerk, from service with effect from 14-9-1979, vide their order dated 14-9-1979 is justified? If not, to what relief is the workman concerned entitled?"

[No. I-34012/2/82-D.IV(A)]

आदेश

नई दिल्ली, 7 अगस्त, 1982

कां० आ० 2943.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में न्यू मंगलोर पोर्ट के प्रबंधन से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है :

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री वी० एम० उपाध्याय होंगे, जिनका मुख्यालय बंगलौर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्देशित करनी है।

अनुसूची

"क्या न्यू बंगलौर पोर्ट के प्रबंधन की कार्य प्रभारित कर्मचारियों के, जिन्हें 1-8-1977 को तदर्थ आधार पर नियमित स्थापन में स्थानांतरित किया गया था, कार्य-घंटों को 7 घंटे से बढ़ाकर 8 घंटे करने की कार्यवाही न्यायोचित है ? यदि नहीं, तो संबंधित कर्मकार किस अनुतोष का हकदार है ?

[संख्या एल-45015/2/78-डी० 4 ए०]

टी० बी० सीतारामन, वैरक अधिकारी

ORDER

New Delhi, the 7th August, 1982

S.O. 2943.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of New Mangalore Port and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri V. H. Upadhyaya, shall be the Presiding Officer with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of New Mangalore Port is justified in increasing the working hours from 7 to 8 of the work-charged employee transferred on 1-8-1977 to regular establishment on ad-hoc basis? If not, to what relief are the concerned workmen entitled?"

[No. L-45015/2/78-D. IV(A)]

S.O. 2944.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Bombay, in the industrial dispute between the employers in relation to the management of Messrs Chowgule and Company Private Limited, and their workmen, which was received by the Central Government on the 26th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY

PRESENT :

Justice M. D. Kambli Esqr, Presiding Officer.

Reference No. CGIT-2 of 1979

PARTIES :

Employers in relation to M/s. Chowgule and Company Private Limited, Mormugao Harbour (Goa).

AND

Their Workmen.

APPEARANCES :

For the Employer—Mr. D. P. Sinha, Manager, Industrial Relations.

For the Workmen—No appearance.

INDUSTRY : Ports and Docks STATE : Goa, Daman and Diu.

Bombay, the 6th July, 1982

AWARD

The Government of India, Ministry of Labour, by order No. L-36011(10)/78-D.IV(A) dated 18th April, 1979, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, have referred to this Tribunal for adjudication an industrial dispute between the Employers in relation to the management of Messrs Chowgule and Company Private Limited, Mormugao Harbour (Goa) and their workmen in respect of the matters specified in the schedule mentioned below :—

SCHEDULE

"Whether the action of the management of Messrs Chowgule and Company Private Limited in not providing regular work to and not implementing the recommendations of the Wage Revision Committee for port and dock workers in respect of Line Handling workmen engaged on m.v. Maratha Transhipper, is justified? If not, to what relief are the concerned workmen entitled?"

2. The employer viz. M/s. Chowgule and Company Private Limited, carry on the business of exporting iron/manganese ore and pellets from Mormugao Harbour. The employer-company has a Transhipper called 'm.v. Maratha Transhipper' for up-topping the vessels. This transhipper is used for loading a ship in deep sea and outer Harbour at Mormugao. This process of loading is known as up-topping operation by the transhipper.

3. The Goa Dock Labour Union (hereinafter referred to as the "Union") through its General Secretary filed the statement of claim in respect of the demands of the workmen whose cause was sponsored by this Union. It was contended in this statement that the workmen were line-handling workmen engaged on m.v. Maratha Transhipper by the company and they were Dock workers. The further contentions were as follows. Many of these workmen are in the services of the employer-company for over three years continuously. The Union requested the company for introduction of various benefits like confirmation of services; paid weekly off; privilege leave; sick leave and casual leave, etc. The Union also requested payment of arrears arising out of the recommendations of the Central Wage Board for Port and Dock Workers. The Union made this demand by its letter dated 15th December, 1977. After this dispute was raised the company refused the employment to all line-handling workmen involved in this dispute. The Union, therefore, requested for the interventions of the Asstt. Labour Commissioner(C), Vasco da Gama, Goa, and a settlement was arrived at between the employer-company and the Union. Subsequently, the management again terminated or refused employment to the workmen and the Union approached the company again vide its letter dated 5th April, 1978. Subsequently, the Union raised a dispute with the employer-company regarding intermittent and artificial break in services of the line-handling workmen with effect from 18th May, 1978. The entire matter was discussed in the presence of the Asstt. Labour Commissioner (C) and as no agreement could be reached between the parties, a failure report was submitted by the Asstt. Labour Commissioner (C) to the Secretary to the Government of India. It was further contended in the statement of claim that the workmen involved in this Reference were doing purely work connected with the loading and unloading at the Major Port of Mormugao and that, therefore, these workmen were dock workers and that they are eligible for all the benefits recommended by the Wage Revision Committee for Port and Dock Workers. It was, therefore, prayed that an Award be made directing the employer-company to effect the payment to these workmen in accordance with the Wage Revision

Committee and also to extend all benefits as recommended by the Wage Revision Committee.

4. The employer-company by its written statement pleaded as follows. The outer harbour at Mormugao is open for operations only during the fair season i.e. from September/October of a year to April/May of the next year. During the fair season and as and when the ship is there for up-topping, the transhipper is used; otherwise, it remains idle. For the up-topping operations, the company requires among other categories of workers, a set of labourers normally known as line-handlers and their basic job is to take the ropes from the barges touching the transhipper with cargo and changing of ropes. Persons employed for this job were of casual nature as the job was not regular in nature. The employer had given work to these line-handling workmen whenever there was up-topping work and continued to do so until they themselves failed to report for duty. So far as the report of the Wage Revision Committee appointed by the Government of India in 1974 was concerned, it was contended that after the receipt of the report and recommendations, the Government of India invited the representatives of the Federations of the workers working in all major ports of the country for discussions. Pursuant to the said discussions an agreement was entered into between the Government of India, Ministry of Shipping and Transport and the representatives of the three Federations of the workers working in the major ports agreeing to implement the recommendations of the Wage Revision Committee subject to certain terms and conditions attached therein. The management contended that this agreement was enforceable and binding only on the signatories to the agreement and the said agreement by itself is not binding on the company or cannot be said to be binding in law on the company for any reason whatsoever. It was further submitted that the company implemented the Wage Revision Committee recommendations only in regard to its permanent employees working at its Mechanical Ore Handling Plant (for short 'MCHP'). The implementation of the recommendations, so far as the MCHP was concerned was done with a proper settlement with the Union representing the workmen of MCHP. The employer denied that the workmen involved in this Reference were either port workers or dock workers. It was submitted that as the Wage Revision Committee's recommendations for port and dock workers were not applicable to the employer by itself, these workmen were not eligible for the benefits recommended by the Wage Revision Committee for Port and Dock Workers. It was also contended that the workmen concerned were employed purely on casual basis and that they themselves failed to report for duty. It was, therefore, prayed that an Award be given rejecting the claim of the workmen.

5. For the convenience of the parties the hearing of this reference was fixed at Goa. The cause of the workmen in this reference was espoused by the Union. However, the General Secretary of the Union, Mr. Mohan Nair, informed the Tribunal by an application dated 4th May, 1982, that the workmen are no longer with the Union and, therefore, they are not in a position to represent them in this reference. The Tribunal, therefore, thought it advisable to issue notices to the workmen concerned requiring them to participate in the hearing of this reference. The difficulty, however, was about their addresses. A letter was written to the General Secretary of the Union on 14-5-1982 requesting him to inform this Tribunal the name of the other Union, if any, with its address, which these workmen might have joined. The General Secretary of the Union was also requested by this letter to inform the names and addresses of the workmen. The names of the workmen which were on record were sent to the General Secretary. However, there was no reply from the General Secretary. A reminder was again sent to him on 21st May, 1982, requesting him to inform the Tribunal the addresses of the workmen concerned. A letter was written to the Commissioner, Labour and Employment (Shri V. Sinha), Government of Goa, Daman and Diu, also requesting him to direct some peon or some other person from his office to try to collect the addresses of these workmen, as the workmen formally worked in the harbour of Panjim. However, no reply was received from him also.

6. On the date of hearing which was fixed on 5-7-1982 Mr. D. P. Sinha, representative of the employer-company appeared before this Tribunal. He stated that he too could not give the addresses of the workmen concerned because

they must have left Punjim. Under these circumstances, the employer-company was directed to adduce their evidence, if any. Accordingly, an affidavit in support of the contentions raised on behalf of the employer-company was filed by Mr. Bhausahb Madhavrao Pawar, who is working as Deputy Manager, Export, with the employer-company since 1975. He has stated in his affidavit that the workman known as line-handlers are engaged on the basis of job requirements i.e. as and when the job is available. He has further stated that their basic job consisted of handling of the ropes between the transhipper and the Mother vessel. He has also stated that maratha transhipper undertakes the up-topping operations in the outer harbour during the fair season only. He has stated that during the period prior to 1979-80 up-topping operations by maratha transhipper was on an average to the extent of 80 to 100 days in a full fair season. The affidavit further states that during the month of February-March 1978 the transhipper was not in a position to do its up-topping operations due to non-availability of work. Therefore, none of the line-handling workmen could be provided with any job. They were provided work after 21st March, 1978, when the transhipper was engaged in the up-topping operations. During the season commencing from 2nd week of October, 1980, 21 workers who had reported for work at the at its office at harbour were asked to go and report to maratha transhipper for the up-topping operations. Six of the workers involved in the settlement dated 21st March, 1978, were also among these 21 people who had reported for work. The six workers, however, did not go and report at maratha transhipper as they were directed and as a result the work on maratha transhipper was somehow managed with the transhipper crew only. When this situation continued for about 10 days the company came to the conclusion that these workers are not interested in doing the job of line-handling and, therefore, it made alternate arrangements for employment of line-handlers for doing the job on maratha transhipper. It was affirmed that these workmen are neither port nor dock workers as defined under the Dock Workers (Regulation of Employment) Act, 1948. It was submitted in the arguments on behalf of the employer-company that the basic job of these line-handling workmen consisted of handling of the ropes between the transhipper and the mother vessel so that there should be no collusion between the two ships. According to the company, these line-handlers work like the members of the crew on the maratha transhipper. They were not concerned with the loading and unloading operations and that, therefore, they were not dock workers.

7. As is pointed above, the Union which espoused the cause of these workmen has withdrawn from this reference. The workmen could not be called before this Tribunal for the reasons stated above. There is, therefore, no material on record to contradict what has been stated on behalf of the employer-company. The claim, therefore, made by the said Union on behalf of the line-handling workmen remains unsubstantiated. The reference, therefore, is liable to be rejected.

8. The reference rejected. Award accordingly. No order as to costs.

[No. L-36011/10/78-DIV(A)]

M. D. KAMBLI, Presiding Officer

S.O 2945.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 2, Bombay in the industrial dispute between the employers in relation to the management of Messrs Chowgule and Company Private Limited, Mormugao Harbour, Goa and their workmen, which was received by the Central Government on the 26th July, 1982.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri M. A. Deshpande, Presiding Officer.

Reference No. CGIT-2/16 of 1980

PARTIES :

Employers in Relation to the Management of Messrs Chowgule and Company Pvt. Limited Mormugao Harbour.

AND

Their Workmen

APPEARANCES :

For the Employers—Shri P. K. Rele, Solicitor & Advocate

For the workmen—Shri Ferdino Rabello, Advocate.

STATE : Goa, Daman and Diu. INDUSTRY : Ports and Docks.

Bombay, dated the 1st July, 1982

AWARD

By order No. L-36011/8/71-P&D dated 31-1-1972 the Central Government has referred the following two issues for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

- "1. Whether the management of Messrs Chowgule and Company Private Limited, Mormugao Harbour is justified in including the food subsidy for computation of total emoluments of their workmen employed in the Mechanical Ore Handling Plant, Mormugao Harbour for the purpose of fixation of their pay while implementing the final recommendations of the Central Wage Board for Port & Dock Workers at major ports with effect from the 1st January, 1969? If not, to what relief are the workmen entitled?
2. Whether Messrs Chowgule and Company Private Limited, Mormugao Harbour were justified in withdrawing the MOHD allowance and food subsidy of their workmen employed in the Mechanical Ore Handling Plant, Mormugao Harbour while implementing the recommendations of the Central Wage Board for Port and Dock Workers at Major Ports. If not, to what relief are the workmen entitled?"
2. Although the pleadings run into several pages in nutshell it can be stated that while on behalf of the Union the stoppage of the payment of Food Allowance and special allowance—MOHD allowance has been challenged on the ground that firstly thereby the provisions of Section 9A have been attracted since the stoppage was effected without issuing statutory notice etc. and secondly on the ground that although the change is based on the basis of the recommendations of the Central Wage Board for Port and Dock Workers at Major Ports, what was recommended by the Wage Board was the minimum wages and even if the Respondent Company were found to be paying something extra than that was recommended by the Wage Board, it would be a step towards fair wages for the determination of which the Wage Board was established and even if the wages paid by the company to the workers after considering the fitment money might go up the level as suggested, still since nothing would have prohibited the company from paying anything extra, when the payment has almost become a condition of service the withdrawal of stoppage is unjustified and also in contravention of the provisions of Section 9A of the Industrial Disputes Act and therefore unwarranted, against which the Respondent company reiterated that since the total wage packet paid to each workman was never adversely affected, even if any changes were effected while merging the payment of Food subsidy and MOHD allowance with the basic pay, provisions of Section 9A are never to be attracted nor the workmen have any right to insist upon the payment. There is also another contention that since what has been referred is whether the action is justified, even if the same is found to be illegal and contrary to the provisions of the Industrial Disputes Act, still in the light of the reference, the question of illegality cannot be gone into.

3. In view of these pleadings the following points arise for determination :—

- (i) Whether the stoppage or withdrawal of MOHD allowance and Food subsidy adversely effect the pay packet of the workmen concerned? MOHD allowance only
- (ii) If not whether by such stoppage of withdrawal the Respondent company is said to have contravened the provisions of Industrial Disputes Act? Whether Yes MOHD allowance only

- (iii) The Respondent Company had a right to merge the Food Subsidy and MOHD allowance in the wages of the workmen concerned? Yes Food subsid,
No MOHD allowance
- (iv) Was the action at all justified? Same as Issue No. 3
- (v) Was it legal? Same as Issue No. 3

REASONS

4. By letter dated 23-4-1962 the Respondent Company announced its decision to sanction MOHD Allowance to all the confirmed staff working at M.O.H.D. (Mechanical Ore Handling Division) and Power House at the rates stated in the Circular, a copy of which is annexed at Annexure 'D' Collectively. By letter dated 12-7-1962 the MOHD Allowance which was being paid annually was made payable every month with the salary. On record is a copy of letter dated 23-7-1962 whereby the MOHD Allowance was also made payable to such other staff falling in other categories above 'A' Grade working at M.O.H.D. and Power House.

5. At annexure 'C' collectively, we find a copy of letter dated 26-2-1959 dealing with Food subsidy and it is mentioned that with a view to combat the present inflation in territory of Goa, the Company has taken a decision to subsidize the cost of living by contributing a certain part of the cost of food directly. The benefit was to be offered to the permanent staff and to those who are taken on probation. By another letter dated 23-3-1959 further particulars were disclosed regarding the manner in which the Food subsidy would be available at the same time drawing the employees' attention that any mal-practice would forfeit the benefits granted and therefore it was made clear that in the interest of the employees they do not make any cause in this regard.

6. Management relied on these letters and particularly the letter relating to the caution given pertaining to the Food Subsidy and also on the clauses themselves in the letter dated 23-4-1962 whereby the MOHD Allowance was sanctioned, that the allowance would not be accrued on such period of service when the staff was absent from duties or on leave without pay.

7. It was argued by the union that although it was initially a good gesture on the part of the Respondent Company because of constant practice from the said time onwards and because of various conditions laid down as to when a particular workman became eligible to draw the allowance, both these allowances, whether by way of Food Subsidy or MOHD allowance, had attained the status of condition of service falling in Schedule IV of the Industrial Disputes Act and therefore, if any change has to be effected, particularly by way of stoppage of payment or withdrawal, the provisions of Section 9A of the I.D. Act are attracted. Since notice etc. was not given such stoppage or withdrawal amounts to illegality committed by the Respondent Company.

8. When the learned Advocate for the Union relied upon Section 9A and the Fourth Schedule of the Industrial Disputes Act, it was urged on behalf of the Respondent Company that what has been referred by the Central Government is to determine whether the action of the Respondent Company is justified, namely action of including the food subsidy for computation of total emoluments and also were justified in withdrawing the MOHD Allowance and food subsidy and therefore since the question whether the action was justified is something totally different from whether the action is legal, even if the provisions of Section 9A are found to have been contravened or not followed, since the reference does not speak of the legality or otherwise of the action, the said question cannot be gone into and if on facts the action is to be found to be justified, even if it contravened the provisions of Section 9A a suitable finding shall have to be noted. Now the jurisdiction of the Industrial Tribunal is governed by the reference which is made by the Government and the scope of the reference would be limited to the point referred to. No authority is needed to elucidate this point. However, even accepting the contention in this regard, merely because the terms 'legal' is not to be noticed in the order of reference along with the word 'justified' it would not debar the Union from making grievance of the

contravention of the provisions of the Industrial Disputes Act. To be justified the action must be just and to be an action to be just it must not contravene any provisions of the laws of the country. Anything which is against statutory law, in my view, can never be said to be just and if it is not just then it can never be said to be justified. The argument therefore on behalf of the Respondent Company that because the Central Government has not referred the issue to find out the action is legal or not, contravention of Section 9A cannot be gone into carries no force.

9. Under Fourth Schedule conditions of service for change or which notice is to be given have been enumerated where item No. 1 deals with wages including the period and mode of payment while item 3 speaks of compensatory and other allowances. Now what was urged on behalf of the respondent company was that while implementing the recommendations of the Wage Board for Port and Dock Workers, who had fixed fitment money, what the Respondent company did was that the Food subsidy and the MOHD allowances were merged in the basic pay and the system of variable Dearness Allowance was introduced which was something higher than what was being paid by the Respondent Company prior to the recommendations, certain adjustments were effected whereby the total emoluments stood protected as shown in annexure 'B' and there is the calculation statement of the total emoluments of those serving in the Mechanical Ore Handling Plant indicating on left-hand side the various payments including basic pay, fixed allowance Company's D.A., Wage Board Dearness Allowance, Interim Relief, MOHD allowance Food subsidy making the total of the first incumbent of Rs. 471.55 added to which is the fitment money of Rs. 40 making the total of Rs. 511.55. On right-hand side the company has shown the variation effected after the implementation of the recommendations of the Wage Board, when the basic pay, D.A. CPI 21%, Additional allowance, H.R.A. making the total of Rs. 512.00. In this way it has been pointed out that when the workman at Serial No. 1 was to get Rs. 511.55 he gets instead Rs. 512.00 and in the same manner the wages of each and every incumbent serving in the Mechanical Ore Handling Plant have been protected.

10. So far as the Food subsidy is concerned, from the letter referred to it was very much clear that the system had to be introduced because of inflation and because of the need to come to the help of the worker's family. This was nothing else but what is known as Dearness Allowance and although we did find in the calculation that Dearness Allowance and Food Subsidy have been shown in two separate columns, since the nature of relief is the same if while implementing the recommendations of the Wage Board for Port and Dock Workers who had increased the Dearness Allowance, these two items were merged together that too with such care that the total was not affected but on the contrary augmented, it can never be said merely because of the different nomenclature used in the past there was any change in the allowance so as to attract Section 9A of the Act. What has been done is not to do away with the allowance but do away with two different nomenclatures so as to bring them under one item. The grievance of the workers therefore that although the recommendations for the purpose of bringing the wages on par with the minimum wages have been implemented since the Wage Board was constituted for the purpose of determination of Fair wages, if anything was paid more than the minimum wages prescribed, it should be treated as a step towards fair wages and therefore there should not be any reduction on whatsoever ground has no force. No doubt the company has fixed minimum wages but not the minimum wages as contemplated by the Minimum Wages Act but lowest level of the fair wages below which there should not have been in any form. Having regard therefore to the nature of relief namely Food subsidy which was introduced for the purpose of meeting spiralling prices and the nature of the Dearness Allowance which is also for the same purpose, if both were merged, which merger could be made without bringing about any change in the service conditions, I do not think that the Respondent Company either contravened Section 9A of the Act or committed any illegality or that the said action cannot be said to be justified.

11. Such however cannot be said to be the case with the MOHD allowance which was a sort of allowance for the workers working in the Mechanical Ore Handling Plant. Schedule IV specifically refer to item 3 compensatory and

other allowances and having regard to the conditions laid down it is evident that it was a special allowance enjoyed by the workmen as a condition of service for serving at Mechanical Ore Handling Plant. No doubt that the case of the workmen serving in the Plant has been considered by the Wage Board at page 166 of the report while making unanimous recommendations regarding the scales of pay but it does not mean that because of these new scales, the workmen lost their right to claim special allowance granted earlier. Having regard to item 3 of the Fourth Schedule read with Section 9A of the Act I am convinced that the Special Allowance namely MOHD allowance had become a condition of service, that there was no merger as such with the similar allowance justifying the action of the Respondent Company, but the action amounted to withdrawal or stoppage and since no notice was given as required under Section 9A, it would amount to contravention of the provisions, in other words the action of the management is not justified.

12. Concluding it is held that the action of the Respondent company in including the Food Subsidy for the computation of total emoluments of their workmen is justified but not the withdrawal or stoppage of payment of MOHD allowance to those workmen employed in Mechanical Ore Handling Plant of the Respondent Company. Since the withdrawal of MOHD allowance is found to be not justified the concerned workmen are entitled to the same. The said allowance shall be paid with arrears at the rate stated from the date of reference till the date of the Award and the Respondent Company shall go on paying at the said rate to those workmen in future also until it is legally withdrawn.

Award Accordingly. No order as to costs.

Dated 12-7-82

M. A. DESHPANDE, Presiding Officer.

[No. L-36011/8/71-P&D/D.IV(A)]

T. B. SITARAMAN, Desk Officer

नई दिल्ली, 4 अगस्त, 1982

कांसा 2946.—मैसर्स अजन्ता ट्यूब्स लिमिटेड, डी 20, कनाट प्लेस, नई दिल्ली 110001 (डीएल/4511) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और एकीकृत उपबन्ध अधिनियम, 1952) (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संवाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का

संवाय, लेखाओं का अंतरण निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की श्रद्धांशुता की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध यह बहावों जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन रक्तियों के उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे की कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक, भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के, अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यापक हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत की दशा में, उन मूल सत्रियों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं एन-35014 (200)/82-पीएफ-11]

New Delhi, the 4th August, 1982

S.O. 2946.—Whereas Messrs Ajanta Tubes Limited, D-20, Cannought Place, New Delhi-110001-(DL/4511) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees

Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amount of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(200)/82-PF. II]

क्र०आ० 2947—सैमर्भ न्द्रा प्राइवेट लिमिटेड, नेहरू हाऊस, 4, बहा-
दुरशाह जफर मार्ग, नई दिल्ली 110002 (डी एन/2806) (जिसे इसमें
इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और
प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें
इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा
(2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन
के कर्मचारी, किसी पक्षक अधिदाय या प्रीमियम का सहाय किए बिना ही
भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन
बीमा के हार में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे
उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबूद बीमा स्कीम
1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन
उन्हें अनुभूत है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा
(2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनु-
सूची से निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष
की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायु-
क्त विन्धी का ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा
निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय
समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के
15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की
धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर
निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं
का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का
सदाय लेखाओं का संग्रहण, निरीक्षण प्रसारों का सदाय आदि भी है,
होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा
स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए,
सब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की द्वाया में उसकी
मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त
अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले
ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक,
सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा
और उसकी वास्तव आयव्ययक प्रीमियम भारतीय जीवन बीमा निगम
को संदाय करेगा।

SCHEDULE

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदा में समुचित रूप से वृद्धि की जानकारी देना होगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने पर भी, यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में मृत्यु होनी जब वह उक्त स्कीम के अधीन होता था, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का भुगतान करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक अधिनियम द्वारा, किसी के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक अधिनियम द्वारा, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिस स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत फ- प्रीमियम का भुगतान करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के भुगतान में किए गए किसी व्यतिरिक्त की दशा में, उन भुक्त सदस्यों के नामनिर्देशितों या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने, बीमा फायदों के भुगतान का उत्तरदायित्व नियोजक पर होगा।

12 उक्त स्थापन के संबंध में नियोजक, उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों को बीमाकृत रकम का भुगतान तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[सं. एम. 35014(189)/82-पीएफ-11]

S.O. 2947.—Whereas Messrs Straw Products Limited, Nehru House, 4, Bahadurshah Zafar Marg, New Delhi-110002 (DL/2806), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(189)/82-PF.II]

कां० 2048 —मेसर्स मांभी बीवरेज प्राइवेट लिमिटेड, मुम्बई-आगरा रोड, इंदौर-452001 (एम० पी०) (जिसे इसमें इसकी पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसकी पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधिपत्र सहित बीमा स्कीम 1976 (जिसे इसमें इसकी पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रुति है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सञ्चालन में नियोजक प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तर्ण, निरीक्षण प्रभागों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुबाव, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रुति है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन गृह्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संश्रुति होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक धारिग/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम वा सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां जहां संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी गति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सदाय करने में अक्षम रहता है, और पालिसी को अयमग्न हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यक्तिगत की वशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक धारिगों को जो यदि यह, छूट नहीं गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सञ्चालन में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नामनिर्देशितियों/विधिक धारिगों को बीमाकृत रकम का सदाय तत्परता में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[म० एम-35011/57/82-अ०नि०-11]

S.O. 2948.—Whereas Messrs Sanghi Beverages Private Limited, Bombay-Agra Road, Indore-452001 (MP), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(57)/82-PF II]

का० आ० 2949—पैमर्स हिन्दुस्तान टूल लिमिटेड, पिजोर 13410 जिला अम्बाला (हरियाणा) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपग्रह अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है।

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आ केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, और इसमें उपायध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणिया भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्रिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के खण्ड (क) के अधीन समय-समय पर निर्रिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजक किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका तुरन्त नाम दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसमें स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उग नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संचाय करने में असफल रहता है, और पॉलिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संचाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संचाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[म० एम०-35014 (117)/81-एफ-II]

S.O. 2949.—Whereas Messrs The Hindustan Machine Tools Limited, Pinjore-134101 District Ambala (Harvana) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employee.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the

benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(117)/81-PF-II]

का०आ० 2950.—मैसर्स श्रीराम रेयन्स, आकाशवाणी, बारहबन्सा रोड, नई दिल्ली-110001 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संचाय किए बिना ही, भारतीय जीवन बीमा निगम की मासिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसूला बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदान शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारी का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संशय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाशाखा का रखा जाता विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाशाखा का अन्तर्गत निरीक्षण प्रभाग का संदाय आदि भी है, हानि वाले सभी व्यक्तियों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमति सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का भाषा में उगका मुख्य भाषा का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहलू ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उगका नाम गुरन्त दर्ज करेगा और उसका बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदेन करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी का उस वृत्त में संदेय होनी ज वृत्त उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिकारिग/नामनिर्देशितों का प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि अध्याय, विन्नी के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि अध्याय, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होनी वाले फायदे किसी रीति कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पात्रता को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिकारिगों को जो यदि यह, छूट न दें गई होर्ना तो उक्त रकम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सबद में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिकारिगों को बीमाकृत रकम का संदाय तत्पश्चात् में और प्रत्येक वर्ष में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के साथ-साथ के भीतर मुनिष्ठित करेगा।

[मं. सं. 35014/(48)/82-प्रा.क-11]

S.O. 2950.—Whereas Messrs Sri Ram Rayons, Akash Deep, Barakhamba Road, New Delhi-110001 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S 35014(198)/82-PF-II]

का० अ० 2951.—मैसर्स जान वाय्थ एण्ड ब्रदर लिमिटेड, अप्रिनय हाऊस दीनशा बाबा रोड पोस्ट बॉक्स नं० 11056, मुंबई-400020 (एमएच/3995) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है की धारा 17 उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे इसमें पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सन्ध में नियोजक प्रादेशिक भाविष्य निधि आयुवन, महाराष्ट्र की ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संशय, लेखाओं का अंतरण, निरीक्षण प्रभावों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक, उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिश को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होने वाले फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों विधिक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर सुनिश्चित करेगा।

[नं० एम- 35014(209)/82- पी० एफ-II]

S.O. 2951.—Whereas Messrs John Wyeth and Brother Limited Apcejay House, Diushaw Wacha Road, P.O. Box No. 11056, Bombay-400020. (MH/3995) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the

nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(209)/82-PF. II]

का/अ/२० 2952—मैसर्स नेशनल टेक्स्टाइल कार्पोरेशन लिमिटेड, सूर्य किरण बिल्डिंग 19, कस्तूरबा गांधी मार्ग, नई दिल्ली 110001 (सी एन/2980) (जिसे हमने इसके पञ्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे हमने इसके पञ्चात उक्त अधिनियम कहा गया है) की 17 धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संशय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध सहज बीमा स्कीम 1976 जिसे हमने इसके पञ्चात उक्त स्कीम कहा गया है) के अधीन हल्के अनुशेष हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तान बर्न की अवधि के लिए उक्त स्कीम के सभी उपाबद्धों के पर्वत से छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासनमें, जिसके अस्तित्व लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अनंतरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम

के अधीन होना तो, नियोजक कर्मचारी के विधिक बारिस/नामनिवेशिती को प्रतिफल के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी का ब्यवगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मूल सदस्यों के नामनिवेशितियों या विधिक बारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिवेशितियों/विधिक बारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के तत्पश्चात् के भीतर सुनिश्चित करेगा।

[सं० एस० 35014 (195)/82-पी० एफ०-II]

S.O. 2952.—Whereas Messrs National Textile Corporation Limited, Suryakinan Building, 19, Kasturba Gandhi Marg, New Delhi-110001 (DL/2980), (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2(A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section 2(A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges, as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(195)82-PF.II]

का०आ० 2953—मैसर्स हिन्दुस्तान सेनेटरी वर्क एण्ड इंस्ट्रुक्चर लिमिटेड, बहादुरगढ़-12450, जिला रोहतक, हरियाणा (पी० एन० / 1843) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के वर्गचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये

फायदे उन फायदों से अधिक अनुकूल है जो कर्मचारी निधेय सहबद्ध बीमा स्कीम 1976 (जिसे हमसे इसके पञ्चानु 341 रकम बढ़ा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त पंजाब को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक माम की मामलिका के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का घटाना नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उसे संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का यह उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत वारिस/नाम-निर्देशिनी को प्रतिशत के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देता।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पारिवर्तनी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की वृत्ति में, उन मूल सदस्यों के नामनिर्देशितियों या विधिवत वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिवत वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[स० एम 35014 (208) / 82-पी एफ-11]

S.O. 2953.—Whereas Messrs Hindustan Sanitary Ware and Industries Limited, Bahadurgarh-124507, District Rohtak, Haryana, (PN/1843), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available

under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(208)/82-PF.II]

का० आ० 2954.—मैसर्स ईस्ट इंडियन फार्मास्यूटिकल वर्क्स लिमिटेड, 6, लिटल रसम स्ट्रीट, कलकत्ता-700071 (पं० बं०/1152) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महकवा बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पं० बंगाल को ऐसी विवरणियां भेजेगा और ऐसे लेखा रजिस्ट्रार तथा निरीक्षण के लिए ऐसी मुविखाएँ प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की

धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का दाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभारों का सवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसमें कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों, प्रादेशिक में कोई भी संशोधन, भविष्य निधि आयुक्त पं० बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द हो जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पानिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तेकम की दशा में, उन मूल सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के मान दिन के भीतर मुविखित करेगा।

[सं० एम० 35014(210)/82-पी०एफ०-11]

S.O. 2954.—Whereas Messrs East Indian Pharmaceutical Works Limited, 6, Little Russel Street, Calcutta-700071 (WB/1152), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expense involved in the administration of the Group Insurance Scheme including maintenance of accounts, the submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members, who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014(210)/82-PF.II]

का० आ० 2955—मैसर्स कमिन्स एण्ड फार्मस ऑफ इंडिया लिमिटेड, कानब, बेलपुरा रोड पास्ट बोक्क स० 87, ठाण-400601 (एमएच/7920) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महसुल बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उगबड़ अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सर्वा उपबन्धों के प्रयोजन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रणामन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदन सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

SCHEDULE

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाने हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेष्ठ हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पड़ने अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तरीके के भीतर, जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को अग्रगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय या उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस०-35014(206)/82-पी०एफ०-II]

S.O. 2955.—Whereas Messrs Chemicals and Fibres of India Limited, Kalwa Belapura Road, P. Box No. 87, Thane-400601 (MH/7920) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner, shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

का०आ० 2956.—मैसर्स किरलोस्काय न्यू मेट्रिक कंपनी लिमिटेड, इदापस्वर, इरुडिगुयल एस्टेट, पुणे-411013 (एम०एच०/3443) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है,

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का सदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र का एसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अंतरण, निरीक्षण प्रभागों का सदाय आदि हैं, होने वाले सभी व्ययों का वृद्धि नियोजक द्वारा किया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी आगत आवश्यक्त प्रीमियम भारतीय जीवन बीमा निगम को सदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशी को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असमर्थ रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सदाय में किये गये किसी व्यतिश्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का सदाय तत्पराता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[म० एम -35014(214)/82-वी०एफ -II]

S.O. 2956.—Whereas Messrs Kirloskar Pneumatic Company Limited, Hadapsar Industrial Estate, Pune-411013 (MH/3443) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra and maintain such accounts and provide for such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme including maintenance of accounts, sub-

mission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the notice board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended along with a translation of the salient features thereof, in the language of the majority of the employees.

5. Where the employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately if the benefits available to the employees under the said scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group of Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where for any reason the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where for any reason the employer fails to pay the premium within the due date as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014 (214)82-PF-II]

नई दिल्ली, 5 अगस्त, 1982

क्रा० आ० 2957.—केंद्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत हेवी इलेक्ट्रिकल्स लिमिटेड की, इससे उपायुक्त अनुसूची में विनिर्दिष्ट यूनिटों के नियोजित कर्मचारियों को अनुसूची के स्तम्भ 3 में प्रत्येक के सामने उल्लिखित अवधि के लिए छूट देती है।

2. उक्त छूट की शर्तें निम्नलिखित हैं, अर्थात् :—

- (1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और अवधिध्यान दिखाए जाएंगे,

- (2) इस छूट के होने हुए भी, कर्मचारी, उक्त अधिनियम के अधीन ऐसी प्रसूत्रधिए प्राप्त करते रहेंगे, जिनकी पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संबल अवधियों के आधार पर हकदार हो जाते,

- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही किए जा चुके हों तो वे वापस नहीं किए जाएंगे

- (4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिनके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् "उक्त अवधि" कहा गया है), ऐसी विवरणियां ऐसे प्ररूप में और ऐसी विनिर्दिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देय था,

- (5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा

- (1) के अधीन नियुक्त किया गया कोई निरीक्षक या नियम या इस निमित्त प्राविष्ट कोई अन्य पद्धति :—

- (1) उक्त अवधि की बात धारा 44 की उपधारा (1) के अधीन दी गई किसी विवरणों की विनिर्दिष्टियों को सत्यापित करने के प्रयोजनार्थ या

- (2) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं, या

- (3) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन फायदों को, जिसके प्रतिफल स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं, या

- (4) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधि नियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सक्षम होगा :—

- (क) प्रधान या अध्यक्षित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पद्धति आवश्यक समझना है;

- (ख) ऐसे प्रधान या अध्यक्षित नियोजक के अधि-भोगाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभावी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के सवाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पद्धति की समक्ष प्रस्तुत करे और उसे उनको परीक्षा करने दे, या उसे ऐसा जानकारी दे जिसे वह आवश्यक समझना है, या

- (ग) प्रधान या अध्यक्षित नियोजक की उसके अधि-कर्ता या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे-ऐसे कारखाने, स्थापन कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिनके बारे में उक्त निरीक्षक या अन्य पद्धति के पाम यह विश्वास करने का युक्ति-युक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

- (घ) एं से कारखाने, स्थापन, कार्यालय या अन्य परि-
सर में रखे गए किसी रजिस्टर, लेखाबही या
अन्य दस्तावेज की तकस तैयार करना या उसमें
उद्धरण लेना।

क्र० सं०	यूनिट का नाम	प्रवर्तन की तारीख
1	2	3
1	विपणन और विपणन प्रभाग, नई दिल्ली	18 दिसम्बर, 1977 से 30 सितम्बर, 1982 तक
2	ट्रांसफार्मर संयंत्र झांसी	25 मार्च, 1979 से 30 सितम्बर, 1982 तक
3	स्टीम टर्बाइन विनिर्माण यूनिट हरद्वार और	19 जुलाई, 1970 से 30 सितम्बर, 1982 तक
4	उच्च दाब बायलर, तिरुची	15 जुलाई, 1981 से 30 सितम्बर, 1982 तक

स्पष्टीकरण प्राप्त

इस मामले में पूर्वाधिकी प्रभाव से छूट देना आवश्यक है क्योंकि छूट के
लिए आवेदन देर से प्राप्त हुआ। तथापि, यह प्रमाणित किया जाता है कि
पूर्वाधिकी प्रभाव से छूट मंजूर किए जाने से किसी के हित पर प्रतिकूल
प्रभाव नहीं पड़ेगा।

[सं०एस-38014/5/81-एच०आई०]

New Delhi, the 5th August, 1982

S.O. 2957.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the units of Bharat Heavy Electricals Limited specified in the Schedule annexed hereto from the operation of the said Act for the period mentioned against each in column 3 of the schedule.

The above exemption is subject to the following conditions, namely:—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf shall, for the purposes of—
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the factory;

is empowered to—

- (a) required the principal or immediate employer to furnish to him such information as he may consider necessary; or
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

Sl. No.	Name of the unit	Date of enforcement
(1)	(2)	(3)
1.	Marketing and Sales Division, New Delhi.	18th December, 1977 to 30th September, 1982.
2.	Transformer Plant, Jhansi	25th March, 1979 to 30th September, 1982.
3.	Steam Turbine Manufacturing Unit, Hardwar; and	19th July, 1970 to 30th September, 1982
4.	High Pressure Boiler Plant, Tiruchy.	15th July, 1981 to 30th September, 1982.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/5/81-HI]

क्र० सं० 2958—केंद्रीय सरकार, राज्य कर्मचारी बीमा अधिनियम, 1948 (1948 का 34) का धारा 91क के माध्यम से धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित टेक्स्टाइल कार्पोरेशन (मध्य प्रदेश, लिमिटेड इंदौर) के नियमित कर्मचारियों को 1 अप्रैल, 1974 से 30 सितम्बर, 1982 तक के लिए छूट देना प्रमाणित है, तक की अवधि के लिए, उक्त अधिनियम के प्रवर्तन से छूट देना है।

2 उक्त छूट की शर्तें निम्नलिखित हैं, अर्थात्—

- (1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं एक रजिस्टर रखेंगे जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाधिकार दिखाए जाएंगे;

- (2) इस छूट के होने पर भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रमुखियाएँ प्राप्त करने रहेंगे, जिनका पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रयुक्त होने की तारीख से पूर्व सदन अधिसूचना के आधार पर हकदार हो जाते ;
- (3) छूट प्राप्त अवधि के लिए यदि कोई अधिदाय पहले ही किए जा चुके हों तो वे वापस नहीं किए जाएंगे,
- (4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिनके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् "उक्त अवधि" कहा गया है) ऐसी विवरणियाँ ऐसे प्रारूप में और ऐसी विनिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देय था ;
- (5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम या इस निमित्त प्राधिकृत कोई अन्य पदधारी :—
- (1) उक्त अवधि की बाबत धारा 44 की उपधारा (1) के अधीन दी गई किसी विवरणी की विनिष्टियों का स्थापित करने के प्रयोजनार्थ ; या
- (2) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा-अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं, या
- (3) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन फायवों की, जिनके प्रतिफल स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और अस्तु रूप में पाने का हकदार बना हुआ है या नहीं ; या
- (4) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रयुक्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं ;

निम्नलिखित कार्य करने के लिए सशक्त होगा :—

- (क) प्रधान या अध्यक्षित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है,
- (ख) ऐसे प्रधान या अध्यक्षित नियोजक के अधि-भोगाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और सज्जरी के सदाय से संबंधित ऐसे लेखा, बहिया और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उसे उनकी परीक्षा करने दे, या उसे ऐसी जानकारी दे जिसे वह आवश्यक समझता है, या
- (ग) प्रधान या अध्यक्षित नियोजक की उसके अधिकारी या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या

- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उसमें उद्धरण लेना ।

[सं. एम-38014/52/81-एच०आई०]

स्पष्टीकारक शायन

इस मामले में पूर्वापक्षी प्रभाव से छूट देना आवश्यक हो गई है क्योंकि छूट की सज्जरी के लिए प्रार्थना पत्र देर से प्राप्त हुआ । तथापि यह प्रमाणित किया जाता है कि पूर्वापक्षी प्रभाव से छूट देने से कर्मियों के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा ।

S.O. 2958.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the National Textile Corporation (Madhya Pradesh) Limited, Indore, from the operation of the said Act for the period from 1st April, 1974 upto and inclusive of the 30th September, 1982.

The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950 ;
- (5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—
- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to—

- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the

employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/52/81-HI]

कां०शा० 2959.—केन्द्रीय सरकार का यह समाधान हो गया है कि तूतीकोरिन पोर्ट ट्रस्ट, तूतीकोरिन की क्षेत्र कर्मशाला के कर्मचारी अन्यथा उन प्रमुविद्याओं को प्राप्त कर रहे हैं जो सार्वजनिक कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) के अधीन उपबधित प्रमुविद्याओं के समान हैं—

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 91क के साथ पठित धारा 90 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्मचारी राज्य बीमा निगम से परामर्श करने के पश्चात्, उक्त अधिनियम के प्रवर्तन से 1 नवम्बर, 1966 से 30 सितम्बर, 1982 तक, जिनमें यह तारिख भी है, के लिए छूट देती है।

2 पूर्वोक्त छूट निम्नलिखित शर्तों के अधीन रहेगी है, अर्थात् —

(1) उक्त कारखाने का नियोजक, उस अवधि की शुरुआत जिसके दौरान वह कारखाना उक्त अधिनियम के प्रवर्तन के अधीन था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है), ऐसा विवरणियाँ, ऐसे प्रश्न पर और ऐसी विनिर्दिष्टों सहित देगा जहाँ कर्मचारी राज्य बीमा (साधारण विनियम, 1950) के अधीन उसे उक्त अवधि का बाबत देना था;

(2) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का श्वम निमित्त प्राधिकृत कोई अन्य पदधारी—

(1) उक्त अवधि की बाबत धारा 44 की उपधारा (1) के अधीन दी गई किसी विवरणी की विनिर्दिष्टों को सम्पादन करने के प्रयोजनार्थ; या

(2) यह अभिलिखित करने के प्रयोजनार्थ कि उक्त अवधि के लिए कर्मचारी राज्य बीमा (साधारण विनियम, 1950) की अपेक्षानुसार रजिस्टार और अभिलेख रखे गये थे या नहीं, या

(3) यह अभिलिखित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिए गये उन फायदों का, जिसके प्रतिकल्प रूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु के रूप में पाने का हकदार बना हुआ है या नहीं; या

(4) यह अभिलिखित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबध प्रयुक्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं;

निम्नलिखित कार्य करने के लिए मशकत होगी —

(क) प्रधान या अव्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे, जो वह आवश्यक समझता है; या

(ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन किसी कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी युक्तियुक्त समय पर प्रवेश करना और वहाँ उपस्थित भार-साधक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजूरी के सत्राय से संबंधित ऐसे लेखाओं, बहिषों और अन्य दस्तावेजों को उसे परीक्षा करने दें या उसे ऐसी जानकारी दें, जो वह आवश्यक समझता है; या

(ग) प्रधान या अव्यवहित नियोजक की, उसके अधिकारी या सेवक की, ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना,

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर रखे गए किसी रजिस्टार, लेखाबही या अन्य दस्तावेज को प्रति तैयार करना या उसमें उद्घरण लेना।

व्याख्यात्मक ज्ञापन

इस मामले में भूतलक्षी प्रभाव से छूट देनी आवश्यक हो गई है, क्योंकि छूट की मंजूरी के लिए प्रार्थना पत्र देर से प्राप्त हुआ। फिर भी यह प्रमाणित किया जाता है कि इस छूट को भूतलक्षी प्रभाव देने से किसी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस-38014/53/81-एच०आई०]

S.O. 2959.—Whereas the Central Government is satisfied that the employees of the Field Workshop of Tuticorin Port Trust, Tuticorin are otherwise in receipt of benefits substantially similar to the benefits provided under the Employees' State Insurance Act, 1948 (34 of 1948);

Now, therefore, in exercise of the powers conferred by section 90, read with section 91-A of the said Act, the Central Government, after consultation with the Employees' State Insurance Corporation, hereby exempts the above mentioned factory from the operation of the said Act for a period from 1st November, 1966 upto and inclusive of the 30th September, 1982.

2. The above exemption is subject to the following conditions, namely :—

(1) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(2) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf shall, for the purposes of—

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act has been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to—

- require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/53/81-III]

का०आ० ३९६०.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, १९४८ (१९४८ का ३४) की धारा ९१क के साथ पठित धारा ८८ द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय जीवन बीमा निगम, मुम्बई के इलेक्ट्रानिकी डाटा प्रक्रमण विभाग के नियमित कर्मचारियों को, १ जनवरी, १९७७ से ३० सितंबर, १९८२ जिसमें यह ताराख भी सम्मिलित है, तक की अवधि के लिए उक्त अधिनियम के प्रयत्न से छूट देनी है।

२ उक्त छूट का जहाँ निम्नलिखित है, अर्थात् —

- (१) पूर्वाधिकार कारखाना, जिसमें कर्मचारी नियोजित है एक रजिस्टर रखेगा जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाए जायेंगे;
- (२) इस छूट के होने हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रमुखिधाएँ प्राप्त करने रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रयुक्त होने की ताराख से पूर्व सदन अधिदायों के आधार पर ज़कदार हो जाते,
- (३) छूट प्राप्त अवधि के लिए यदि कोई अभिवाय पहले ही किए जा चुके हो तो वे वापस नहीं किए जायेंगे,
- (४) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे हमसे इसके पश्चात् "उक्त अवधि" कहा गया है), ऐसी विवरणियाँ ऐसे प्रारूप में और ऐसी विनिर्देशों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, १९५० के शर्तों उगे उक्त अवधि के बाबत देय था,
- (५) निगम द्वारा उक्त अधिनियम की धारा ४५ की उपधारा (१) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम या इस निमित्त प्राधिकृत कोई अन्य पदधारी —
 - (१) उक्त अवधि की शक्ति धारा ४४ की उपधारा (१) के अधीन दी गई किन्हीं विवरणियों की विशिष्टियों को सत्यापित करने के प्रयत्नार्थ या

(२) यह अभिनिश्चित करने के प्रयत्नार्थ कि कर्मचारी राज्य बीमा (साधारण, विनियम १५० द्वारा यथाप्रयोजित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं; या

(३) यह अभिनिश्चित करने के प्रयत्नार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन फायदा को, जिनके प्रतिफल स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, तक और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

(१) यह अभिनिश्चित करने के प्रयत्नार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपायों का अनुदान किया गया था या नहीं;

निम्नलिखित कार्य करने के लिए सशक्त होगा —

(क) प्रधान या अध्यक्षित निरीक्षक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपर्युक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है;

(ख) ऐसे प्रधान या अध्यक्षित निरीक्षक के अधिमोहाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के निरीक्षण और मजूरी के माध्यम से सशक्त ऐसे लेखा, बहिया और अन्य दस्तावेज ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करे और उसे उनका परीक्षा करने दे, या उसे ऐसी जानकारी दे जिसे वह आवश्यक समझता है; या

(ग) प्रधान या अध्यक्षित निरीक्षक की उसके अधिकारी या सेवक का, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

(घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर लेखाबही या अन्य दस्तावेज को तत्काल तैयार करना या उसमें उद्घरण लेना।

स्पष्टीकरणक शायन

हम मानते हैं पूर्वोक्त प्रभाव से छूट देना आवश्यक हो गई है, क्योंकि छूट का मजूरी के लिए प्रार्थना पत्र हर से प्राप्त हुआ। तथापि, यह प्रमाणित किया जाता है कि पूर्वोक्त प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[न० एस-३८०१४/४/८२-एच आई.]

S.O. 2960.—In exercise of the power, conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of Electronic Data Processing Department of the Life Insurance Corporation of India, Bombay from the operation of the said Act for the period from 1st January, 1977 upto and inclusive of the 30th September, 1982.

The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;

- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act thereafter referred to as the said period, such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—
- verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
 - ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or
 - ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to—

- require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the application for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/4/82-HI]

A. K. BHATTARAI, Under Secy.

कां० भा० 2961.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रवर्त शक्तियों का प्रयोग करने हुए उन सरकारी कर्मचारियों को जो मैसर्स हिन्दुस्तान टेलीफ़ोनिकल्स, मद्रास में प्रतिनियुक्ति पर हैं और जिनके नाम इसमें उपाबद्ध अनुसूची के स्तम्भ 2 में विनिर्दिष्ट हैं, उक्त अधिनियम के प्रवर्तन से पूर्वोक्त अनुसूची के स्तम्भ 4 का तत्त्वानुसार प्रविष्टियों में विनिर्दिष्ट अवधियों के लिए छूट देती है।

2 उक्त छूट की शर्तें निम्नलिखित हैं, अर्थात् :—

(1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाए जाएंगे;

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी सुविधाएं प्राप्त करने रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व सदन अभिदायों के आधार पर हकदार हो जाते;

(3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही किए जा चुके हों तो वे वापस नहीं किए जाएंगे;

(4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (इसमें इसके पश्चात् "उक्त अवधि" कहा गया है), ऐसी विवरणियां ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देय था;

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम या इस निमित्त प्राधिकृत कोई अन्य पदधारी :—

- उक्त अवधि की बाबत धारा 44 की उपधारा (1) के अधीन दी गई किसी विवरणों की विशिष्टियों को मत्यापित करने के प्रयोजना से; या
- यह अभिनियमित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं; या
- यह अभिनियमित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा दिए गए उन फायदों को, जिनके प्रतिफल स्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
- यह अभिनियमित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं;

निम्नलिखित कार्य करने के लिए सशक्त होगा :—

- प्रधान या अव्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है;
- ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संवाध से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज ऐसे निरीक्षक

या अन्य पदधारी के समक्ष प्रस्तुत करे और उसे उनकी परीक्षा करने दे, या उसे ऐसी जानकारी दे जिसे वह आवश्यक समझता है ; या

- (ग) प्रधान या अध्यक्षित नियोजक की उसके अधिकर्ता या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करता ; या
- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उससे उद्धरण लेना।

अनुसूची

क्रम	नाम	पदनाम	छूट की अवधि
1	2	3	4
1.	श्री के.वी. गेटम	तकनीशियन	28 अप्रैल, 1981 से 27 अप्रैल, 1982
2.	श्री एन.वी. सदास्तूल	तकनीशियन	28 अप्रैल, 1981 से 27 अप्रैल, 1982
3.	श्री एन.ए. गवान्दे	तकनीशियन	1 जून, 1981 से 31 मई, 1981
4.	श्री देवेन्द्र कुमार	तकनीशियन	1 जुलाई, 1981 से 30 जून, 1982
5.	श्री किशनदास	तकनीशियन	7 जुलाई, 1981 से 6 जुलाई, 1982
6.	श्री राम प्रकाश	तकनीशियन	8 जुलाई, 1981 से 7 जुलाई, 1982
7.	श्री दिलीप सिंह	तकनीशियन	8 जुलाई, 1981 से 7 जुलाई, 1982

स्पष्टीकारक ज्ञापन

इस मामले में पूर्वपिछी प्रभाव से छूट देना आवश्यक हो गई है, क्योंकि छूट की मंजूरी के लिए प्रार्थना पत्र देर से प्राप्त हुआ। तथापि, यह प्रमाणित किया जाता है कि पूर्वपिछी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं. एस-38014/5/82-एच.आई.]

S.O. 2961.—In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Government servants who are on deputation with Messrs Hindustan Telprinters, Guindy, Madras and whose names are specified in column 2 of the Schedule annexed hereto, from the operation of the said Act for the periods specified in the corresponding entries in column 4 of the aforesaid Schedule.

The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exemption period, if already paid, shall not be refunded;

(4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) Any inspector appointed by the Corporation under sub-section (1) of section 43 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of—

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to said factory be empowered to—

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

SCHEDULE

S. No.	Name	Designation	Period of exemption
1.	Shri K.V. Gedam	Technician	28th April, 1981 to 27th April, 1982.
2.	Shri N.V. Sadamastul	Technician	28th April, 1981 to 27th April, 1982.
3.	Shri S.A. Gawande	Technician	1st June, 1981 to 31st May, 1982.
4.	Shri Devendrakumar	Technician	1st July, 1981 to 30th June, 1982.
5.	Shri Kishan Dass	Technician	7th July, 1981 to 6th, 1982.
6.	Shri Ramprakash	Technician	8th July, 1981 to 7th July, 1982.
7.	Shri Dalip Singh	Technician	8th July, 1981 to 7th July, 1982.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemptions in this case as the request for exemption was received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/5/82-HI]

मुद्रित

नई दिल्ली, 9 अगस्त, 1982

कांभा 2962:—भारत के राजपत्र भाग 2 खंड 3, उपखंड (ii) तारीख 27 फरवरी, 1982 में पृष्ठ 935 पर प्रकाशित, भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० कांभा 834, तारीख 8 फरवरी, 1982 में, 'चंदामामा' शब्द के स्थान पर 'चंदामामा' पढ़ें।

[सं० एस-35019/273/82 पी०एफ० 2]

CORRIGENDA

New Delhi, the 9th August, 1982

S.O. 2962.—In the notification of the Government of India in the Ministry of Labour No. S. O. 834 dated the 8th February 1982 published at page 935 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 27th February, 1982 the words at page 935 in lines 3 and 4, for 'Chandamma' read 'CHANDAMAMA'.

[No. S-35019 (273)/82-PF. III]

मुद्रित

कांभा 2963:—भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 27 फरवरी, 1982 में पृष्ठ 847, तारीख 8 फरवरी, 1982 में 'बामाल्क' के स्थान पर 'बगलकोट' पढ़ें।

[सं० एस-35019/89/81 पी०एफ० 2]

ए०के० भट्टाचार्य, अवर सचिव

S.O. 2963.—In the notification of the Government of India in the Ministry of Labour No. S. O. 847 dated the 8th February, 1982 published at page 938 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 27th February, 1982 for the word for "Bangalk" read "Bagalkot".

[No. S. 35019 (89)/81-PF. II]

A. K. BHATTARAI, Under Secy.

New Delhi, the 9th August, 1982

S.O. 2964.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the management of M/s. Timbo Private Limited and their workmen

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Reference No. CGIT-2/18 of 1980

PRESENT :

Employers in relation to the Management of Messrs. Timblo Private Limited.

AND

Their Workmen

APPEARANCES :

For the employers.—Shri G. M. Kothari, Advocate.

For the workmen.—No appearance.

INDUSTRY : Iron Ore Mines STATE : Goa, Daman and Diu

Bombay, the 18th June, 1982

AWARD

By order No. L-29011/64/73-LR-IV dated 21-1-1974 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act :—

"Whether the management of Messrs Timblo Private Limited was justified in dismissing 83 workmen employed in their Mines ? If not, to what relief are the concerned workmen entitled and from what date ?"

2. The dispute relates to 83 workmen who were employed by the Respondent company in their mines. From the statement of claim it seems that because these workmen proceeded on strike, during the pendency of a settlement, which settlement was arrived at and still in force, making a demand for certain things which was covered by the terms of settlement, the employers served them with chargesheet on two grounds namely proceeding on illegal strike and unauthorised absence, which charges the workmen according to the Respondent Company refused to accept and therefore displayed on the notice Board, and subsequently enquiries were held by the Enquiry Officer appointed for the said purpose, who on going through the evidence adduced before him concluded the finding against the employees, held the charges of unauthorised absence under Clause No. 21(6) of the Certified Standing orders and of participating in illegal strike under Sections 22(1)(d) and 23(c) read with Section 24 of the Industrial Disputes Act and clause 21(2) of the Certified Standing Orders, established, and accordingly submitted his report, on receipt of which the management thought it necessary to impose deterrent punishment but before passing any order in this regard, gave an additional chance to the workmen to resume their duties by serving letters RST/SVK dated 10-2-1969 and 14-2-1969 but it is alleged that despite this fresh chance given to the employees concerned, they failed to avail of the same and ultimately therefore, by letters dated 8-2-1969 and 19-2-1969 they were dismissed from service.

3. From the record it is noticed that in the past in relation to the same matter, there was an earlier reference which came to be disposed of by order dated 1-2-1973 on the ground that since there was no dispute properly raised, there existed no industrial dispute and therefore the Industrial Tribunal to whom the dispute was referred under Section 10(1)(d) of the Act had no jurisdiction to entertain the same.

4. Making a reference to this finding, a contention is raised on behalf of the employers that the present reference is bad and barred by the principals analogous to res judicata. However when my predecessor's finding was that there was no dispute properly raised and there existed no industrial dispute and therefore no jurisdiction to entertain the dispute, the reference can not be said to have been decided on merit by a Competent Tribunal and so there cannot be any bar analogous to res judicata. Whether the earlier decision has created a bar must depend whether it was a competent court to determine.

5. The Union therefore in the statement of claim has traced the history and further contended that because of the strike for legitimate demand, provoked by the company which was carried on peacefully and since the service records of

all the 83 workmen involved were unblemished, the employers could not have terminated the services of a employees and as such all the employees deserve the order of reinstatement.

6. The Employers by their written statement have resisted this contention, they reiterate the validity of the enquiries and the order passed on the finding noted by the Enquiry Officer and contest the prayer for reinstatement.

7. Today when the matter was fixed for hearing, neither the Union representative nor any of the workmen concerned is present and the matter proceeded in their absence.

8. Having regard to the total lack of evidence on the side of the employees, at the same time having regard to the Enquiry Officer's finding namely that during the period when the earlier settlement was in force, the employees having resorted to strike, the same amounted to illegal strike and further having regard to the finding about the absence without any cause, there is no material to dislodge those finding and if relying upon the same, the employers ultimately decided to dismiss the workmen, no fault can be found with the same order. In this connection it is pertinent to note that the employers as seen from the written statement, on having decided to pass deterrent punishment, had given a chance to the workmen to resume the duties, but the said chance was allowed to slip through their fingers and there was no response from the workmen or from the Union. In these circumstances if ultimately the order of dismissal was passed against all these 83 workmen in the reference in this regard, the same cannot be said to be invalid, wrong and unjustified.

9. This normally should have disposed of the reference but there is an offer made by the employers for the benefit of 43 workmen. Mr. Kothari, the learned Advocate for the company informs that 40 workmen listed in the list Exh. 1 to the application dated 18-6-1982 were offered certain money which offer was accepted by them and the matter has been amicably settle with the 40 workmen during the pendency of this reference. Thus remained 43 workmen, for the benefit of whom a similar offer has been made by the employers having agreed to pay a certain money as shown in the last column, net 'payable' against the names of each workmen which amount consists of two items the amount legally payable as shown in col. 14 and ex-gratia payment for two months by way of compensation in col. 15 the total of which is shown in the last column as amount net payable. The legal dues or amount, Mr. Kothari informs, is inclusive of retrenchment compensation which in view of the order of dismissal normally would not have been payable. In this way the company, it must be stated, has shown amagnanimous gesture and since there is an offer on the strength of the admission, although normally the workmen would not have been entitled to any amount in the light of conclusion arrived at, suitable award is passed.

10. The offer made by the employers is without prejudice to their rights and contentions and is in full and final settlement. In case this order is disturbed, they would be at liberty to contest the entire claim on merit.

11. It is hereby ordered that the Respondent-Employers shall pay to the respective workmen the amount as indicated in the last column of Exh. 2 collectively annexed to the application dated 18-6-1982. Since the Award is passed on the strength of 'pursis' there is no reason why the employers should be deprived of the relief of payment to the employees as claimed by them. It is therefore further ordered that the first instalment equal to half of the amount shall be paid within one month from the date of the Award coming into force and second half shall be paid within four months thereafter.

Award accordingly,

No order as to costs.

Exh. 2 Cally.

T MBLO PRIVATE LIMITED MARGAO-GOA

PAYMENT OF STRIKE STAFF FOR FINAL SETTLEMENT FOR THE YEAR 1969

Sl. No.	Name	Designation	Nett payable
Dignem Mue			Ri.
1.	Ramedios Correia	Mech.	1,642.91
2.	Ramesh Kakodo	Driver	954.00
3.	Gurudas Kundaikar	"	1,519.71
4.	Vishnu K. Naik	Clean	935.03
5.	Jaido Kundaikar	C/Ops	1,118.07
6.	Nicolau Gonsalves	Clean	781.26
7.	Shiva Naik	Driv	1,266.46
8.	Mohan Bodke	A/Mech	1,536.57
9.	Kamdeo Ahir	Driv	3,863.20
10.	Ramnath Kalangutkar	"	2,101.26
11.	Pailip Antao	"	1,550.19
12.	Krishna Eorgaonkar	S/Cl	1,131.15
13.	Savlo Nagvenkar	E/Ops	2,367.92
14.	Jose Castano Games	E/Ops	1,927.56
15.	Domingo Lopes	"	2,302.03
16.	Kashiram Sawant	S/ops	1,501.93
17.	Pundolik Chodnekar	Driv	1,618.48
18.	Satyawan Amonkar	Clean	90.75
19.	Gopi Dhame	Driv	2,008.00
20.	Ashok Samant	Clean	49.50
21.	Avelino Fernandes	Mech.	1,728.60

COAL 1 MINE

1.	Ramesh T. Naik	C/ops	1,368.92
2.	Ramesh S. Desai	M/Mats	1,653.95
3.	John Diniz	Mech	1,119.50
4.	Jose C Fernandes	T/D/Ops	1,523.00
5.	Rohidas S Naik	C/Ops	1,619.06
6.	Demu Kerkar	Blaster	1,000.59
7.	Piedade Lopes	C/Ops	1,515.57
8.	Narayan Cuncollenkar	M/Mate	1,576.39
9.	Pedro Lopes	Driver	1,922.22
10.	Vishwanath Gorav	"	1,802.93
11.	Joachim Almeida	Cleaner	861.45
12.	Inacio Azavedo	C/Ops	1,359.97
13.	Sebastiao Fernandes	Cleaner	800.03
14.	Gurdas P. Naik	Driver	1419.11
15.	Gustodio Sequeira	Cleaner	861.52

PALE MINE

1.	Ramnath B. Sawant	Mech.	2,542.15
2.	Mohan N Desi	Driv	1,631.41
3.	Chandrakant C. Sawant	"	1,544.63
4.	Narayan Sawant	Cleaner	697.41
5.	Keshav S. Naik	C/ops	1,952.81
6.	Anta Shetkar	Driv	1,755.03
7.	Anthony D. Mello	Cleaner	714.78

M. A. DESHPANDE, Presiding Officer

[No. L-29011/64/73-IR-IV/D.III.B]

KANWAR RAJINDER SINGH, Under Secy.

New Delhi, the 11th August, 1982

S.O. 2965.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between the employers in relation to the management of M/s. R. C. Sahoo, Contractor in Purnapani Limestone and Dolomite Quarry and their workmen.

BEFORE THE ARBITRATOR, SHRI O P GUPTA, REGIONAL LABOUR COMMISSIONER (CENTRAL), BHUBANESWAR

BETWEEN

M/s R C Sahoo, Contractor in Purnapani Limestone and Dolomite Quarry, P O Purnapani, Dist Sundergarh Orissa State

AND

The workmen represented by the United Mines Mazdoor Union, Qrs No F 32, Sector 18 Rourkela 3, Orissa

PRESENT .

Shri O P Gupta, Regional Labour Commissioner (Central), Bhubaneswar

APPEARANCES

For the employers—Shri D Mohanty and Shri D Naik, Advocates

For the workmen—Shri S N Mudali, Vice-President, United Mines Mazdoor Union

AWARD

1 The following matter was referred to my arbitration under Sec-10A of the Industrial Disputes Act "whether the termination of S/Shri Bholanath Pradhan, Markus Sanga, Bhagurathi Pradhan, Mandhar Singh, Etwa Munda and Dasrath Mahakud, piece rated workers of M/s R C Sahoo, contractor, Purnapani Limestone and Dolomite Quarry with effect from 10-2-81 is justified if not to what relief they are entitled to?"

2 The parties were heard by me on 2-2-82. Both the parties agreed that either side would be free to be represented by Counsel if they so choose.

3 The management furnished their written reply on 17-2-82. A copy of the same was given to Shri S N Mudali for filing the counter.

4 The Union submitted the counter on 2-3-82.

5 The facts of the case as stated by the parties in their written statements are as under —

(i) The Purnapani Limestone and Dolomite Quarry belongs to Rourkela Steel Plant of SAIL. The Rourkela Steel Plant Authorities gave the contract of raising of ore drilling, and blasting breaking into sizes, transporting and loading into wagons to M/s R C Sahoo in the year 1972. The contract is still continuing. There is an exclamation clause in the tender and the tender is extended from time to time by negotiations. The contractor had employed about 350 workers in the quarry for raising limestone and Dolomite. There is only one union functioning in the establishment which is United Mines Mazdoor Union affiliated to CITU. The work in the quarry was going on smoothly till 1979. It is alleged that on 8-9-79 the workers led by CITU Union stopped two wagons which were allotted for loading limestone and this resulted in loss to the management. The workers gheraoed Shri R C Sahoo and his staff members on 18-3-80. The management declared a lock out on 19-3-80. During the lock-out period the workers held meetings. It is also alleged that workers tried to start the mine forcibly. An agreement was signed on 16-4-80 at the intervention of Shri D K Deb SDO Panposh wherein it was agreed that the work will be started from 17-4-80. The work was actually started from 19-4-80. The management thereafter retrenched some of the casual workers on 24-4-80 which led to further labour trouble. Again the problems arose as the workers were demanding same wages as paid by the principal employer and higher rates of bonus for the year 1979-80. The bonus was due to be paid on 6-11-80. It is alleged that there were cases of assault by the workers and cases were filed under Sec 197 IPC against some of the workmen. The management again declared a lock-out with effect from 26-11-80. During the lock out period the conciliation proceedings were held by the Asst Labour Commissioner (Central) Rourkela but there was no settlement. The RLC (C) called the parties for joint discussions on 20-1-81

at Bhubaneswar and advised the management to lift the lock-out. He also advised the workers to maintain discipline and peace. The work was resumed on 9-2-81. The management of M/s R C Sahoo terminated the services of 6 workmen vide letters dated 10-2-81. According to the termination orders the services of the workmen were no longer required in the establishment. The workers were advised to collect all the legitimate dues within 2 days from the work-site office. This dispute regarding the termination has been referred to my arbitration.

6 The evidence in this case was recorded on various dates from 14-3-82 to 22-5-82. The union produced Shri Bholanath Pradhan S/o Govind Pradhan as witness No 1. He stated that he had worked as a miner with M/s R C Sahoo for the last 9 years. He has been thrown out of employment vide letter dated 10-2-81 without assigning any reason for termination. No enquiry was held and no allegation was made against him. At the time of termination disputes were pending with the ALC (C) Rourkela and RLC (C) Bhubaneswar. He stated that he had never threatened the staff and had never taken part in processions. He also denied that he was asking the casual workers to work in the mine without permission. The management had utilised the police force to suppress the workers and it resorted to lock-out in order to do away with the union. He was the executive member of the union and it was a case of victimisation for trade union activity. The union produced Shri Markus Sangha S/o Joachim Sangha as witness No 2. He also stated that he had been working for 7 years and his services were terminated on 10-2-81 without assigning any reason. No enquiry was held nor any charge-sheet was issued. The termination order was issued during the pendency of disputes before the ALC (C), Rourkela and RLC (C) Bhubaneswar. He also stated that he worked for one-day after the lock-out was lifted. The union produced Shri Ram Prasad, S/o Nirmal Prasad as witness No 3. He stated that he was the Organising Secretary of the CITU union. The contractor Shri R C Sahoo had terminated the services of 6 workmen without any reason. No charge-sheet was issued. The workers were paid very low wages and they were demanding increase of wages as applicable to the Steel Industry. The contractor did not give any reply to the ALC and the strike notice was also given to the contractor on 19-11-81. It is wrong to state that the union had advised the workers to threaten the contractor and his staff or indulge in violence. He denied that the workers had 'gheraoed' Shri R C Sahoo and threatened to kill him or bury him in the mine. The workers had never threatened to assault the contractor or his son or his staff member.

7 The management produced the witnesses on 17-5-82. The first witness was Shri Sahabed Kumar Sahoo S/o R C Sahoo who is a partner in the firm. He stated that the contract is allotted by the Rourkela Steel Plant for raising the ore, transporting and blasting and loading into wagons. The bonus @ 8.33% is also included in the composite rate and therefore they cannot give higher bonus. There is no element of cost of living index in the rates of wages paid to the workers. The work was going on smoothly till 1979 when the workers resorted to agitation to press their demands. On 17-3-80 three wagons were allotted and the workers stopped the loading. The staff was also gheraoed. They had to resort to lock out on 18-3-80. During the lock out period the workers continued the agitation. The lock out was lifted on 19-4-80 when the workers agreed to work peacefully. The contract labour workers who were retrenched were paid retrenchment compensation leave wages and bonus on 19-4-80. The agitation continued during May 1980 and some procession was taken out. Charge-sheets were issued to 6 workmen on 28-1-80 but they refused to receive the charge-sheets. As the agitation continued a lock-out was declared on 26-11-80. Cases were also filed against the workmen under Sec 107 of the IPC and the conciliation proceedings were held by ALC (C) Rourkela. RLC (C) Bhubaneswar also held a meeting on 20-1-81. He advised the management to lift the lock out and advised the workmen to work peacefully. The union demanded wages for the lock out period. Ultimately the lock out lifted on 9-2-81. The management terminated the services of 6 workmen on 10-2-81 by paying them retrenchment compensation notice pay gratuity etc. The witness denied that the services of the 6 workmen have been terminated because they were the office bearers of CITU Union. They offered the terminal benefits to the workers by cheque but the envelopes in which the cheques were sent

were refused by the workmen. The terminal benefits were not offered in cash. The details of the terminal benefits were also not mentioned in the termination order. He stated that the workers services were terminated for wilful insubordination, disobedience, habitual late attendance, negligence of duty, riotous and dis-orderly behaviour during work, damage to company property, inciting others to strike, and habitual violations of rules and Standing orders of the establishment. For these mis-conducts the Standing Orders provide for charge-sheet and enquiry. No such charge-sheets were issued and enquiry were held. The management produced Shri Prasanna Kumar Das S/o Laxman Das, time-keeper in M/s. R. C. Sahoo and Co. as witness No. 2. He stated that he was working as Time-keeper since 1972. He knew all the workers personally. The workers had indulged in gherao of Shri R. C. Sahoo in March, 1980 and they were demanding increase of wages and bonus. They were also demanding re-instatement of retrenchment casual workers. The lock-out was declared on 19-3-80 as there was danger to the lives of the contractor and his staff. He also stated that some time mistakes occurred in marking the attendance which were later rectified on the representation of the workmen. The workers employed by the contractor are paid wages at the minimum rates and not as per the award of the Wage Board for limestone and Dolomite mines or the Wage Board for Steel Industry. The management produced Shri Budhram Pradhan S/o Shri Chandra Pradhan, as witness No. 3. He stated that he was working as Supervisor in the mine since 1972 and used to supervise the work of the workers. There was frequent labour troubles in the mines during 1980 and, therefore, a lock-out was declared. The workers had threatened Shri R. C. Sahoo that they will kill him. The lock-out was lifted on 19-4-80 in the presence of the police. The workers continued agitation for the fulfilment of their demands and also indulged in gherao and assaults. The contractor again imposed lock-out from 26-11-80 which was lifted from 9-2-1981 and the services of the 6 workmen were terminated vide order dated 10-2-1981.

8. I have gone through the written statements of the parties and the statements of the witnesses. The main contention urged by the management before me was that they having the right to terminate the services of the workmen on giving one month's notice in writing or salary in lieu of such notice as per the conditions of service such termination simplicitor could be for misconduct too. The principles in these matters have been laid down by the Supreme Court in various decisions in Assam Oil Co. Vrs. its workmen (1960-I-LLJ-587), Utkal Machineries Ltd. V. Shanti Patnaik (1966-I-LLJ-398), Tata Oil Mills Co. V. their workmen (1966-II-LLJ-605), Rai Bahadur Diwan Badri Das V. Industrial Tribunal (1962-II-LLJ-365), Chartered Bank V. its employees Union (1960-II-LLJ-222). It has been observed by the Supreme Court that if an order of termination simplicitor of the services of an employee

under the terms of contract of service or Standing Orders has its basis in alleged misconduct it is really illegal. The real intention in such cases being to penalise the workman it is a colourable exercise of powers and the Industrial Tribunal would have jurisdiction to intervene and set aside the termination. The form of the order in which the order is couched is never conclusive and the Tribunal can always enquire into the reasons which led to the termination. The employer could defend his action by leading evidence before the Tribunal to show that there was in fact misconduct and, therefore, the action taken was bonafide and was not colourable exercise of powers.

9. In this case the management had alleged that the workmen were guilty of insubordination, disobedience, wilful damage to employer's property, habitual late attendance, absence from duty without information, riotous or disorderly behaviour etc. The management has not been able to prove the alleged misconduct as they did not produce the records of attendance to show late attendance. Moreover the workmen were not issued any letters in 1980 or 1981 alleging the misconducts. The services of the workmen have been terminated without chargesheet or enquiry. The management also failed to prove the allegations before me. It has been proved by the union that the workers were indulging in bonafide trade union activities. Joining a Trade Union is a fundamental right guaranteed to every citizen. In the circumstances I hold that the order of termination amounts to victimisation for trade union activities. The six terminated workmen are the executive members of the CITU Branch Union, and their services were terminated to suppress the union activities. I feel that it is proper to order re-instatement of the six workmen. As regards back wages the union has not made out any case for payment of full back wages. However, I feel that the workers have undergone hardship during the period of idleness and should be compensated to some extent. In my opinion payment of an amount of Rs. 600 (six hundred) to each workmen would meet the ends of justice.

10. In the result the management have to reinstate all the six workmen and pay Rs. 600 each to them. The period from the date of termination upto the date of re-instatement will be treated as dies-non i.e. the workers will be entitled to continuity of service and other benefits but not wages. The workers should be re-instated within 10 days from the date the award becomes enforceable under the Industrial Disputes Act, 1947.

11. Award is passed accordingly.

O. P. GUPTA, ARBITRATOR

[Dy No. 1863/82-D.III.B]

KANWAR RAJINDER SINGH, Under Secy.

पेट्रोलियम, रसायन और उर्वरक मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 8 अगस्त, 1982

क्रा० आ० 2966.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट, और पेट्रोलियम खनिज पदार्थलाहन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन आयल कॉर्पोरेशन लिमिटेड के लिए उत्तर प्रदेश में मथुरा से पंचायत में जलन्धर तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन आयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निदिष्ट प्रक्रिया को अनुसूची में निदिष्ट गांव के नाम के सामने दिखाई गई तिथि से पर्यवेक्षित कर दिया है।

अब यतः पेट्रोलियम और खनिज पदार्थलाहन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तिथि को ऊपर निदिष्ट प्रक्रिया पर्यवेक्षण के रूप में एतद्वारा अधिसूचित करने है।

अनुसूची

व्ययन क्षत्र मथुरा-जालन्धर तक पाइपलाइन संक्रिया पर्यवसान

तहसील : पानीपत	जिला : करनाल	राज्य :	हरियाणा	
मंत्रालय का नाम	गांव	का० आ० सं०	भारत के राजपत्र में प्रकाशन की तिथि	संक्रिया पर्यवसान की तिथि
1	2	3	4	5
पेट्रोलियम, रसायन एवं उर्वरक मंत्रालय (पेट्रोलियम विभाग)	1. नमोडा	2222	22-8-81	15-1-82
	2. किवाना	"	"	18-1-82
	3. धोदपुर	"	"	"
	4. मनाना	"	"	19-1-82
	5. नारायणा	"	"	"
	6. सोधापुर	"	"	22-1-82
	7. तरफराजपुतान	"	"	"
	8. सिकन्दरपुर	"	"	23-1-82
	9. रतिपुर	"	"	25-1-82
	10. काबरी	"	"	23-1-82
	11. कछरोली	"	"	25-1-82
	12. मेहराणा	"	"	16-3-82
	13. तरफ इन्सार	"	"	16-3-82

[एम जे पी एल / जी/ एल ए/ 6ए]

प्रभु दयाल खुराना, सक्षम अधिकारी

MINISTRY OF PETROLEUM, CHEMICALS & FERTILIZER
(Department of Petroleum)

New Delhi, the 8th August, 1982

S.O.2966.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1952, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Mathura in Uttar Pradesh to Jullundur in Punjab.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now, therefore, under rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority here by notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of operation of Pipeline from:

Tehsil : Panipat	District : Karnal				State: Haryana
Name of Ministry	Name of Village	S.O. No.	Date of Publication in Gazette of India.	Date of Termination of	
1	2	3	4	5	
Petroleum, Chemicals & Fertiliser (Deptt. of Petroleum.)	1. Namoda.	2222	22-8-81	15-1-82	
	2. Kiwana	-do-	-do-	18-1-82	
	3. Dhodhpur	-do-	-do-	-do-	
	4. Manana	-do-	-do-	19-1 82	

1	2	3	4	5
	5. Naraina	2222	22-8-81	19-1-82
	6. Sondhapur	-do-	-do-	22-1-82
	7. Taraf Rajputan	-do-	-do-	22-1-82
	8. Sikandarpur	-do-	-do-	23-1-82
	9. Rattipur	-do-	-do-	25-1-82
	10. Kabri.	-do-	-do-	23-1-82
	11. Kachreli	-do-	-do-	25-1-82
	12. Mehrana	-do-	-do-	16-3-82
	13. Taraf Insar Panipat	-do-	-do-	-do-

[MJPL/G/LA/6-A]

नई दिल्ली, 9 अगस्त, 1982

क्रा०आ० 2967:—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन (अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन आयल कार्पोरेशन लिमिटेड के लिए उत्तर प्रदेश में मथुरा से पंजाब में जलन्धर तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इण्डियन आयल कार्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निदिष्ट प्रक्रिया को अनुसूची में निदिष्ट गांव के नाम के सामने दिखाई गई तिथि से पर्यवसित कर दिया है।

अब यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली, 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तिथि को ऊपर निदिष्ट संक्रिया पर्यवसान के रूप में एतद्वारा अधिसूचित करते हैं।

अनुसूची

व्यधन क्षेत्र मथुरा जालान्धर तक पाइपलाइन संक्रिया पर्यवसान

तहसील : करनाल

जिला : करनाल

राज्य : हरियाणा

संज्ञालय का नाम	गांव	क्रा०आ० सं०	भारत के राजपत्र में प्रकाशन की तिथि	संक्रिया पर्यवसान की तिथि
1	2	3	4	5
पेट्रोलियम, रसायन एवं उर्वरक संज्ञालय (पेट्रोलियम विभाग)	बरोटा	2379	12-9-1981	14-6-1982

[क्रमांक एम जे पी एल/जी/एलए/22/97]

S.O. 2967.—WHEREAS by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Mathura in Uttar Pradesh to Jullundur in Punjab.

AND WHEREAS the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

NOW, THEREFORE, under rule 4 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of operation of Pipeline from:

Tehsil : KARNAL

District : KARNAL

State : HARYANA

Name of Ministry.	Name of village	S.O. No.	Date of publication in the Gazette of India	Date of termination
1	2	3	4	5
Petroleum, Chemicals & Fertilizers (Deptt. of Petroleum).	BAROTA	2379	12-9-1981	14-6-1982

[No. MJPL/G/LA/22/97]

क्रा०मा० 2969:—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम खनिज पाइपलाइन (भूमि में उपयोग के अधिकारों का अर्जन) अधिनियम, 1962 की धारा 6 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इंडियन आयल कॉर्पोरेशन लिमिटेड के लिए उत्तर प्रदेश में मथुरा से पंजाब में जलन्धर तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित कर लिया गया है।

और यतः इंडियन आयल कॉर्पोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खंड (1) में विनिर्दिष्ट प्रक्रिया को अनुसूची में विनिर्दिष्ट गांव के नाम के सामने दिखाई गई तिथि से पर्यवसित कर दिया है।

अब अतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन) नियमावली 1963 के नियम 4 के अधीन सक्षम प्राधिकारी उक्त तिथि को ऊपर विनिर्दिष्ट सक्रिय पर्यवसान के रूप में एतद्वारा अधिसूचित करते हैं।

अनुसूची

व्ययन क्षेत्र मथुरा से जलन्धर तक पाइपलाइन सक्रिय पर्यवसान

तहसील : अम्बाला	जिला : कुलू क्षेत्र	राज्य : हरियाणा		
1	2	3	4	5
मंत्रालय का नाम	गांव	क्रा०मा० सं०	भारत के राजपत्र में प्रकाशन की तारीख	संक्रिया पर्यवसान की तारीख
पेट्रोलियम, रसायन एवं उर्वरक मंत्रालय (पेट्रोलियम विभाग)	ननहेड़ा	191	21-1-1982	10-6-1982
	अम्बाला शहर	191	21-1-1982	10-6-1982
	शेख बाजरा	191	21-1-1982	12-6-1982
	कांवला	191	21-1-1982	21-6-1982
	कांवली	191	21-1-1982	22-6-1982
	जंठली	191	23-1-1982	23-6-1982
	सोन्हा	191	23-1-1982	24-6-1982
	पती मेहर	191	23-1-1982	24-6-1982
	सिवांवाला	191	23-1-1982	25-6-1982
	पती अक्कांजा	191	23-1-1982	25-6-1982
	पती कलासाह	2380	12-9-1981	26-6-1982
	पती रंगराज	2380	12-9-1981	26-6-1982
	बेल	2380	12-9-1981	27-6-1982

[क्रमांक एम०जे०पी०एल०/जी/एल०१०/5/87]
प्रभु बहाल खुराना, सक्षम प्राधिकारी

S.O.2968.—WHEREAS by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Mathura in Uttar Pradesh to Jullundur in Punjab.

AND WHEREAS the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

NOW, THEREFORE, under rule 4 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land), Rules 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

- SCHEDULE

Termination of operation of Pipeline from:

Tehsil : AMBALA

District : AMBALA

State : HARYANA

Name of Ministry	Name of Village	S.O. No.	Date of publication in Gazette of India	Date of termination of
1	2	3	4	5
Petroleum, Chemicals & Fertilisers (Deptt. of Petroleum)	NANHERA	191	23-1-1982	10-6-1982
	AMBALA CANTT.	"	"	"
	SHEIKH MAJRA	"	"	12-6-1982
	KANWALA	"	"	23-6-1982
	KANWALI	"	"	"
	JANDLI	"	"	"
	SONDA	"	"	24-6-1982
	PATTI MAHER	"	"	"
	SINGHANWALA	"	"	25-6-1982
	PATTI ACHHARIAN	"	"	"
	PATTI KALLALAN	2380	12-9-1981	26-6-1982
	PATTI RANGRON	"	"	"
	GHEL	"	"	27-6-1982

[No. MJPL/G/LA/5/97]

PRABH DAYAL KHURANA, Competent Authority

नौबहन और परीबहन मंत्रालय

(परिबहन पक्ष)

नई दिल्ली, 10 अगस्त, 1982

क्रा.सं. 2969:—केन्द्रीय सरकार, डाक कर्मकार (नियोजन का विनियम अधिनियम, 1948 (1948 का 9) की धारा 5क की उप-धारा (3) और (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित व्यक्तियों को, उक्त अधिनियम की धारा 5क की उपधारा (1) के अधीन स्थापित मारमुगाव डाक लेबर बोर्ड में सदस्यों के रूप में नियुक्त करती है, अर्थात्:—

केन्द्रीय सरकार का प्रतिनिधित्व करने वाले सदस्य:—

- (1) अध्यक्ष, मारमुगाव पत्तन न्यास, मारमुगाव
- (2) उपाध्यक्ष, मारमुगाव डाक लेबर बोर्ड, मारमुगाव
- (3) प्रायुक्त, श्रम व रोजगार, गोधा, दमन व दिव सरकार, पणजी
- (4) डाक प्रबंधक, मारमुगाव पत्तन न्यास, मारमुगाव

डाक कर्मकारों का प्रतिनिधित्व करने वाले सदस्य:—

- (1) श्री एस. धार. कुलकर्णी } ट्रांसपोर्ट व डाक वर्कर्स यूनियन के प्रतिनिधि।
- (2) श्री बाबुराव शंकर राव भोसले }
- (3) श्री मोहन नायर } गोधा डाक लेबर यूनियन के प्रतिनिधि।
- (4) श्री गोपीनाथ बामन राव } मारमुगाव वाटरफ्रंट वर्कर्स यूनियन के प्रतिनिधि।

डाक कर्मकारों और नौबहन कंपनियों के नियोजकों का प्रतिनिधित्व करने वाले सदस्य:—

- (1) श्री सिद्धान्त परेरा } मारमुगाव नौभरक एसोसियेशन के प्रतिनिधि।
- (2) कैप्टन वाई.जी. प्रभू }
- (3) कैप्टन एन.ए. तम्हाने } इंडियन नेशनल शिपवोर्स एसोसियेशन का प्रतिनिधि।
- (4) श्री मैन्यूस रबेल्सो } समुद्र पार नौबहन के हितों का प्रतिनिधि।

2. केन्द्रीय सरकार, श्री सी. नरोन्हा, अध्यक्ष मारमुगाव पत्तन न्यास, मारमुगाव को उक्त बोर्ड के अध्यक्ष के रूप में नाम निर्दिष्ट करती है।

[क्रा.सं. एल.डी.जी. 6/82-यू.एस.एल.]

तोमास माथू, अध्यक्ष

MINISTRY OF SHIPPING AND TRANSPORT

(Transport Wing)

New Delhi, the 10th August, 1982

S.O.2969.—In exercise of the powers conferred by sub-sections (3) and (4) of section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby appoints the following persons as members of the Mormugao Dock Labour Board established under sub-section (1) of the said section 5A, namely:—

Members representing the Central Government:

- (1) The Chairman, Mormugao Port Trust, Mormugao.

- (2) The Deputy Chairman, Mormugao Dock Labour Board, Mormugao.
- (3) Commissioner, Labour and Employment, Govt. of Goa, Daman & Diu, Panaji.
- (4) The Docks Manager, Mormugao Port Trust, Mormugao.

Members representing the Dock Workers :

- (1) Shri S.R. Kulkarni } Representatives of Trans-
 (2) Shri Baburao Shankar- } port and Dock Workers'
 rao Bhosle } Union.
- (3) Shri Mohan Nair Representative of Goa Dock Labour Union.
- (4) Shri Gopinath Waman Representative of Mormugao Water Front Workers' Union.

Members representing the employers of Dock Workers & Shipping Companies:

- (1) Shri Ciano Pereira } Representatives of the Mor-
 (2) Capt. Y.G. Prabhu } mugao Stevedores Assoc-
 (3) Capt. N.A. Tamhane } ciation.
 Representative of
 Indian National Ship-
 owners' Assocn.
- (4) Shri Manuel Rebello Representative of Overseas Shipping Interests.

2. The Central Government hereby nominates Shri C. Naronha, Chairman, Mormugao Port Trust, Mormugao as the Chairman of the said Board.

[File No. LDG/6/82-US(L)]
 THOMAS MATHEW, Under Secy.

